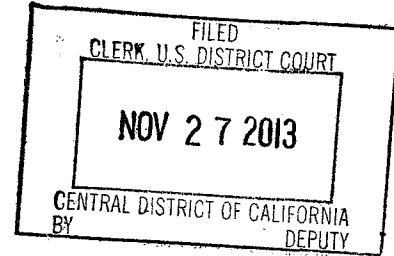


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13 America, Laboratory Corporation of America Holdings



9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 JEMUEL ANDRES, MARK  
12 TAKAHASHI, CHRISTINE  
13 BOHLANDER, individually as  
14 aggrieved employees and on behalf of  
15 others similarly situated,

16 Plaintiffs,

17 vs.

18 LABORATORY CORPORATION  
19 OF AMERICA, a Delaware  
20 corporation doing business as  
21 LABCORP; LABORATORY  
22 CORPORATION OF AMERICA  
23 HOLDINGS, a Delaware corporation  
24 doing business as LABCORP;  
25 ANTOINETTE HUGGINS, an  
26 individual; CYNTHIA NELSON, an  
27 individual, and DOES 1 through 100,  
28 inclusive,

Defendants.

CASE NO. CV 13-08773 ASWL (VBK+)

NOTICE OF REMOVAL OF  
CIVIL ACTION FROM STATE  
COURT

[28 U.S.C. §§ 1331, 1332, 1441,  
1446 and 1453]

PLEASE TAKE NOTICE that Defendant Laboratory Corporation of America (“Defendant” or “LabCorp”) hereby removes the above-captioned action, *Andres, et. al. v. Laboratory Corporation of America, et. al.*, Case No. BC511308 (the “Action”) from the California Superior Court for the County of Los Angeles to the United States District Court for the Central District of California pursuant to 28 U.S.C. §§ 1332(d), and 1446(b) on the grounds articulated below. Defendant hereby provides “a short and plain statement of the grounds for removal” pursuant to 28 U.S.C. § 1446(a) (emphasis added). In the event that the Court requires that Defendant prove the facts alleged in this pleading, or to otherwise establish jurisdiction, Defendant is prepared to do so.<sup>1</sup>

### STATEMENT OF JURISDICTION

1. This Court has original jurisdiction over this action under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d). In relevant part, CAFA grants District Courts original jurisdiction over civil class actions filed under federal or state law in which any member of a class of plaintiffs is a citizen of a state different from any defendant and where the amount in controversy for the putative class members in the

---

<sup>1</sup> If a removing party’s “allegations of jurisdictional facts are challenged by his adversary in any appropriate manner, [then the removing party] must support them by competent proof.” *Gaus v. Miles, Inc.*, 980 F.2d 564, 567 (9th Cir. 1992) (quoting *McNutt v. General Motors Acceptance Corp.*, 298 U.S. 178, 189, 56 S.Ct. 780 (1936).) See also *Spivey v. Vertrue, Inc.*, 528 F.3d 982, 986 (7th Cir. 2008) (“The removing party, as the proponent of federal jurisdiction, bears the burden of describing how the controversy exceeds \$5 million ... This is a pleading requirement, not a demand for proof.”); *McNutt*, 298 U.S. at 189 (defendants must put forth competent proof “[i]f his allegations of jurisdictional facts are challenged by his adversary in any appropriate manner”). In the response to such a challenge, the District Court may consider the “contents of the removal petition,” as well as any “supplemental evidence later proffered by the removing defendant.” *Korn v. Polo Ralph Lauren Corporation*, 536 F.Supp.2d 1199, 1205 (E.D. Cal. 2008) (quoting *Valdez v. Allstate Ins. Co.*, 372 F.3d 1115, 1117 (9th Cir. 2004) and *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 n. 1 (9th Cir. 2002)). See also *Allen v. R & H Oil & Gas Co.*, 63 F.3d 1326, 1335-36 (5th Cir. 1995) (same); *Singer v. State Farm Mut. Auto Ins.*, 116 F.3d 373, 374 (9th Cir. 1997) (in response to motion to remand, “defense counsel submitted declarations to show that the amount in controversy exceeded \$50,000”).

1 aggregate exceeds the sum or value of \$5,000,000, exclusive of interest and costs. As set  
2 forth below, this case meets all of CAFA's requirements for removal and is timely and  
3 properly removed by the filing of this Notice. Defendant Laboratory Corporation of  
4 America Holdings is also represented by counsel for LabCorp and consents to this  
5 removal. Based on LabCorp's reasonable inquiry, individual defendants Antoinette  
6 Huggins and Cynthia Nelson have not been served in this Action, but their consent to this  
7 removal is not necessary under CAFA. See 28 U.S.C. § 1453(b)("[S]uch action may be  
8 removed by any defendant without the consent of all defendants.")

### 9 VENUE

10 2. The instant Action was filed in the Superior Court of the State of California  
11 for the County of Los Angeles. Venue properly lies in the United States District Court for  
12 the Central District of California pursuant to 28 U.S.C. §§ 84(a), 1391(a), and 1441(a).

### 13 SERVICE ON THE STATE COURT

14 3. Pursuant to 28 U.S.C. § 1446(d), contemporaneously with the filing of this  
15 Notice of Removal in the United States District Court for the Central District of  
16 California, written notice of such filing will be given by the undersigned to Plaintiff's  
17 Counsel of Record and a copy of the Notice of Removal, will be filed with the Clerk of  
18 the Los Angeles County Superior Court.

### 19 COMPLIANCE WITH STATUTORY REQUIREMENTS

20 4. In accordance with 28 U.S.C. § 1446(a), true and correct copies of all  
21 pleadings, process, and orders in the state court file are attached hereto as Exhibits A - E.  
22 For the Court's ease of reference, these documents consist respectively of: the First  
23 Amended Complaint (Exhibit A), the Complaint in the Solano County *Bohlander* action  
24 (Exhibit B), the Complaint in the original Los Angeles County *Andres* action (Exhibit C),  
25 the Dismissal of the Solano County *Bohlander* action (Exhibit D), the remainder of the  
26 state court file (Exhibit E).





10. As the Ninth Circuit Court of Appeal recently held and clarified, CAFA removal is timely at any time so long as (1) the face of the complaint does not plainly allege all elements needed for diversity jurisdiction under CAFA (including the amount in controversy), and (2) plaintiff has not served some other “paper” which concedes all elements needed for diversity jurisdiction. *See Roth v. CHA Hollywood Med. Ctr., L.P.*, 720 F.3d 1121, 1125-26 (9th Cir. 2013) (a removing defendant may remove “on the basis of its own information, provided that it has not run afoul of either of the thirty-day deadlines” set forth in 28 U.S.C. § 1446(b)(1) and (b)(3); “a defendant’s subjective knowledge cannot convert a non-removable action into a removable one such that the thirty-day time limit of § 1446(b)(1) or (b)(3) begins to run against the defendant”). If either (1) the face of the complaint plainly alleges all elements needed for diversity jurisdiction (including the amount in controversy), or (2) plaintiff has served some other “paper” which concedes all elements needed for diversity jurisdiction, then removal is timely only if it is within 30 days of such event). *Id.* Such is not the case here.

11. Therefore, this removal is timely pursuant to CAFA removal procedures.

#### **ORIGINAL JURISDICTION PURSUANT TO CAFA**

12. This Court has jurisdiction over this case under CAFA, 28 U.S.C. § 1332(d), and this case may be removed pursuant to the provisions of 28 U.S.C. § 1441 (a), in that it is a civil class action wherein: (1) the proposed class contains at least 100 members; (2) no Defendant is a state, state official or other governmental entity; (3) the total amount in controversy for all class members exceeds \$5 million; and, (4) there is diversity between at least one class member and one Defendant. CAFA authorizes removal of such actions in accordance with 28 U.S.C. § 1446. As discussed below, this case meets each CAFA requirement for removal.

#### **The Proposed Class Contains in Excess Of 100 Members**

13. Plaintiff proposes two (2) total classes in her FAC:

- a. All persons who are or were employed by Defendants as Couriers within four years prior to the filing of the original complaint in this

1 action until the date of certification ("Courier Class"). (Exhibit A,  
2 FAC ¶ 24)

- 3 b. All persons who are or were employed by Defendants in California as  
4 a "Phlebotomist" at any time within four years prior to the filing of the  
5 original complaint in this action until the date of certification  
6 ("Phlebotomist Class"). (*Id.* at ¶ 26).

7 14. LabCorp employed in excess of 100 persons in each of these positions in the  
8 four years preceding the filing of this action (and the prior *Bohlander* action).

9 **Defendant Is Not a Governmental Entity**

10 15. No Defendant is a state, state official, or other governmental entity.

11 **A Putative Class Member's State of Citizenship Is Diverse From Defendant's**  
12 **Citizenship**

13 16. CAFA's diversity requirement is satisfied when at least one plaintiff is a  
14 citizen of a state of which a defendant is not a citizen. 28 U.S.C. §§ 1332(d)(2)(A), 1453.

15 17. For diversity purposes, a person is a "citizen" of the state in which he or she  
16 is domiciled. See *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088 (9th Cir. 1983).  
17 Plaintiffs Andres and Takahashi are domiciled in Los Angeles County, California.  
18 (Exhibit A, FAC ¶¶ 11, 12.) Plaintiff Bohlander is domiciled in Solano County,  
19 California. (*Id.* ¶ at 13) Each Plaintiff is a citizen of the State of California.

20 18. For diversity purposes, a corporation "shall be deemed a citizen of any State  
21 by which it has been incorporated and of the State where it has its principal place of  
22 business." 28 U.S.C. § 1332(c)(1). To determine a corporation's principal place of  
23 business, courts apply the "nerve center" test, which deems the principal place of  
24 business to be the state in which the corporation's officers direct, control, and coordinate  
25 the corporation's activities. *The Hertz Corp. v. Friend*, 130 S.Ct. 1181, 1192 (2010). A  
26 corporation's principal place of business will typically be where the corporation  
27 maintains its headquarters. *Id.*

1        19. LabCorp is incorporated in the state of Delaware (FAC ¶14). Its  
2 administrative and executive functions are performed at its headquarters, located in  
3 Burlington, North Carolina. North Carolina is the state of Defendant's principal place of  
4 business. As such, LabCorp is a citizen of Delaware and North Carolina, and is not a  
5 citizen of the State of California. All the same is also true for defendant Laboratory  
6 Corporation of America Holdings. As such, it is a citizen of Delaware and North  
7 Carolina, and is not a citizen of the State of California

8        20. Because one or more plaintiffs is a citizen of California and is alleged to be  
9 a member of the putative class, and because LabCorp is a citizen of Delaware and North  
10 Carolina, at least one putative class member is diverse from a defendant, and thus  
11 CAFA's minimal diversity requirement is met.

12                    **The Amount Placed in Controversy Exceeds \$5,000,000**

13        21. As a preliminary matter, Defendant in no way concedes that it has any  
14 liability to Plaintiffs or to the classes that Plaintiffs seek to represent, and denies that  
15 Plaintiffs or the putative class members are entitled to recover the compensatory  
16 damages, punitive damages, injunctive relief, attorney fees or any other relief requested  
17 in the FAC.

18        22. Under 28 U.S.C. section 1332(d)(2), federal courts have original diversity  
19 jurisdiction over a class action where "the matter in controversy exceeds the sum or value  
20 of \$5,000,000, exclusive of interest and costs." In this regard, we note that:

21                    CAFA's language favors federal jurisdiction over class actions  
22                    and CAFA's legislative history suggests that Congress intended  
23                    the local controversy exception to be a narrow one, with all  
24                    doubts resolved "in favor of exercising jurisdiction over the  
25                    case."

1 *Evans v. Walter Indus., Inc.*, 449 F.3d 1159, 1163 (11th Cir. 2006) (citing S. Rep. No.  
2 109-14 at 42, U.S. Code Cong. & Admin. News 3, 40).<sup>2</sup>

3 23. The amount in controversy includes claims for general and special damages,  
4 penalties, and attorney's fees if recoverable by statute or contract, and punitive damages.  
5 *E.g., Richmond v. Allstate Ins. Co.*, 897 F. Supp. 447, 449-450 (S.D. Cal. 1995); *Miller v.*  
6 *Michigan Millers Ins. Co.*, 1997 WL 136242 at \*4-5 (N.D. Cal., 1997); 28 U.S.C. Section  
7 1332(d)-(e), 1453, 1711-1715 (2005).

8 24. At issue "is what amount is put 'in controversy' by the plaintiff's complaint,  
9 not what a defendant will actually owe." *Korn v. Polo Ralph Lauren Corporation*, 536  
10 *F.Supp.2d* 1199, 1205 (E.D. Cal. 2008) (quoting *Rippee v. Boston Market Corp.*, 408  
11 *F.Supp.2d* 982, 986 (S.D. Cal. 2005)). "In measuring the amount in controversy, 'a court  
12 must assume that the allegations of the complaint are true and assume that a jury will  
13 return a verdict for the plaintiff on all claims made in the complaint.'" *Korn*, 536  
14 *F.Supp.2d* at 1205 (quoting *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*,  
15 199 *F.Supp.2d* 993, 1001 (C.D. Cal. 2002). Further, defenses that a defendant may assert  
16 are not considered in assessing the amount placed in controversy. *Riggins v. Riggins*,  
17 415 *F.2d* 1259, 1262 (9th Cir. 1969) ("None of these facts are disclosed by the complaint;  
18 the court must resolve them in determining the validity of the defense of the statute of  
19 limitations; and the possibility of such a defense being valid does not affect the  
20 jurisdiction of the district court to hear and determine the controversy"); *Hernandez v.*

21  
22 <sup>2</sup> See also *Tanoh v. Dow Chem. Co.*, 561 F.3d 945, 952 (9<sup>th</sup> Cir. 2009), cert. denied,  
23 130 S. Ct. 187 (2009) (noting that Congress passed the Class Action Fairness Act  
24 "primarily to curb abuses of the class action device which, in the view of CAFA's  
25 proponents, had often been used to litigate multi-state or even national class actions in  
26 state courts"); *In re Textainer P'ship Sec. Litig.*, No. C 05-0969 MMC, 2005 WL  
27 1791559, at \*3 (N.D. Cal. July 27, 2005) ("The legislative history of CAFA instructs that  
28 CAFA's jurisdictional provisions should be read broadly, with strong preference that  
interstate class actions should be heard in a Federal court if removed by any defendant.  
If a Federal court is uncertain the court should err in favor of exercising jurisdiction over  
the case.") .

1 *Towne Park, Ltd.*, 2012 WL 2373372, \*10 (C.D. Cal., June 22, 2012) (“the fact that  
 2 [defendant] may assert a limitations defense does not limit the relief sought in the  
 3 complaint”); *Lara v. Trimac Transp. Services (Western) Inc.*, 2010 WL 3119366, \*3  
 4 (C.D. Cal., August 6, 2010) (“affirmative defenses ...may not be invoked to demonstrate  
 5 that the amount in controversy is actually less than the jurisdictional limits.”).

6 25. Plaintiffs’ attempt to limit the amount of damages recoverable by the  
 7 putative class (FAC ¶4) has been held by the Ninth Circuit to be ineffective and  
 8 irrelevant to calculating the amount in controversy. *Rodriguez v. AT & T Mobility Servs.*  
 9 *LLC*, 728 F.3d 975, 978 (9th Cir. 2013).

10 26. Plaintiffs purport to allege statutory causes of action for: (1) Unpaid  
 11 Overtime; (2) Unpaid Minimum Wages; (3) Unpaid Meal Period Premiums; (4) Unpaid  
 12 Rest Period Premiums; (5) Non-compliant Wage Statements; (6) Waiting Time Penalties;  
 13 (7) Violations of California Labor Code §§ 2698, *et. seq.*; and (8) Violations of  
 14 California Business and Professions Code §§17200, *et. seq.*

15 27. Plaintiffs allege that Defendant “scheduled” the courier class’s “entire work  
 16 shift such that there was insufficient time to take compliant meal periods” and as a result  
 17 the class members were “required” to “work through all or part of their meal periods;”  
 18 (FAC ¶¶61, 74) and “Defendants did not take efforts to schedule meal periods,” and  
 19 employees were instead “required to instead work through their meal periods.” (*Id.* ¶76.)  
 20 The employees then allegedly had to “confirm or verify having taken a compliant meal  
 21 period when they had not” and were not paid a premium hour’s wage for such time. (*Id.*  
 22 ¶61. See also ¶77). “As with meal periods, Defendants did not take efforts to provide ...  
 23 class members with compliant rest breaks but instead required ... class members to miss  
 24 all or part of their rest breaks in order to finish work within their scheduled hours.” (FAC  
 25 ¶85.) In addition, they “worked off the clock after their scheduled shifts” and were  
 26 “required” to “omit and/or erase this time after their scheduled shifts.” (*Id.* ¶61)  
 27 Likewise, the phlebotomist putative class members “worked off the clock before shifts  
 28 and during scheduled shifts and during meal periods as a result of Defendants scheduling



practices and policies,” and “had to work beyond their scheduled shifts” as they were “unable to compete work during scheduled hours,” but were “not paid even minimum wage for this time.” (*Id.* ¶¶62, 67.) As a result of the forgoing, Plaintiffs assert that all putative class members wage statements were inaccurate, and that all former putative class members were not paid all wages due at termination, and therefore are entitled to 30 days wages. (*Id.* ¶¶87-98.) For all the same reasons, Plaintiffs assert that they are entitled to PAGA penalties (*Id.* ¶¶99-111) and restitution of wages per Bus. & Prof. Code section 17200, *et seq.* Plaintiffs, as “master of [their] claim,”<sup>3</sup> offer no limiting allegations.

28. Meal and Rest Period Premium Wages per Labor Code § 226.7. Between June 6, 2009 and the June 9, 2013, there are on average well over 100 phlebotomists working per day, five days per week. The average hourly wage (before overtime) for such persons during this period was \$16.97. There were 1,454 work days during this period. As such, the amount placed in controversy concerning the phlebotomist putative class’ meal and rest period claims exceeds \$4,934,976 (1454 days x 100 persons x \$16.97 x 2 (one meal period and one rest period). Likewise, Between June 6, 2009 and the June 9, 2013, there are on average in excess of 100 couriers working per day, five days per week. The average hourly wage (before overtime) for such persons during this period was \$12.82. There were 1,454 work days during this period. As such, the amount placed in controversy concerning the phlebotomist putative class’ meal period claims and rest period claims is \$3,728,056 (1454 days x 100 persons x \$12.84 x 2 (one meal period and one rest period). Combined, the amount placed “in controversy” on Plaintiffs’ meal and rest period claims is \$8,668,848.

---

<sup>3</sup> *Muniz v. Pilot Travel Centers LLC*, 2007 WL 1302504, at \*4 (E.D. Cal., May 1, 2007) (internal citation omitted) (“Plaintiff is the “master of [his] claim[s],” and if he wanted to avoid removal, could have “alleged facts specific to [his] claims which would narrow the scope” of what he seeks).

1        29. Inaccurate Wage Statement Claims per Labor Code Section 226. Labor  
 2 Code section provides for a penalty in the amount of “(\$50) for the initial pay period in  
 3 which a violation occurs and one hundred dollars (\$100) per employee for each violation  
 4 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars  
 5 (\$4,000).” Even assuming that a per employee cap could apply to each putative class  
 6 member, and therefore going back just 40 pay periods, in those 40 pay cycles  
 7 substantially in excess of 24,000 wage statements were issued to putative class members.  
 8 This “places in controversy” in excess of an additional \$2,400,000. Obviously, given  
 9 employee turnover (such that the wage statement total above would not involve only  
 10 employees with employment longevity of 40 pay cycles or greater, and therefore the  
 11 period at issue and number of paychecks would be greater), the number could go much  
 12 higher.

13        30. Waiting Time Penalties per Labor Code Section 203. This section provides  
 14 for up to 30 days continuing wages where, as alleged here, former employees have not  
 15 been paid all sums due upon termination. Labor Code section 203 states, *inter alia*:

16            If an employer willfully fails to pay, without abatement or  
 17 reduction ... any wages of an employee who is discharged or  
 18 who quits, the wages of the employee shall continue as a  
 19 penalty from the due date thereof at the same rate until paid or  
 20 until an action therefore is commenced; but the wages shall not  
 21 continue for more than 30 days.

22 As of April 2013 (more than 30 days prior to the filing of the initial pleading in this  
 23 action), the employment of over 500 members of the phlebotomist putative class had  
 24 been terminated. The average daily wage of such persons was in excess of \$120. As  
 25 such, this places in controversy in excess of \$1,800,000 (500 persons x \$120/day x 30  
 26 days). Likewise, as of April 2013 (more than 30 days prior to the filing of the initial  
 27 pleading in this action), the employment of over 200 members of the courier putative  
 28 class had been terminated. The average daily wage of such persons was in excess of

1 \$100. As such, this placed in controversy in excess of \$750,000 (250 persons x \$100/day  
2 x 30 days). Combined, the amount placed in controversy by Plaintiffs' waiting time  
3 penalty claims exceeds \$2,550,000.

4 31. The amounts placed in controversy on the foregoing claims alone exceed  
5 \$13,600,000.

6 32. On top of the foregoing, Plaintiffs seek class wide recovery of (1) overtime,  
7 (2) PAGA penalties, (3) minimum wage compensation and penalties, (4) declaratory  
8 relief<sup>4</sup>, and (5) statutory attorney fees. In this latter regard – statutory attorney fees – we  
9 note that the amount in controversy includes all reasonable attorney fees not merely  
10 through the date of removal, but through resolution of the action. *Simmons v. PCR Tech.*,  
11 209 F. Supp. 2d 1029, 1034 (N.D. Cal. 2002) (“Plaintiff insists that attorneys’ fees are  
12 limited to those accrued at time of removal, maintaining that additional fees are too  
13 speculative. Plaintiff is mistaken. [In *Galt*] [t]he Ninth Circuit clearly ... anticipated that  
14 district courts would project fees beyond removal.”); *Pulera v. F&B, Inc.*, 2008 WL  
15 3863489, at \*4 (E.D. Cal. 2008) (“While the amount in controversy is determined at the  
16 time an action commences, where attorney's fees are recoverable by statute, this  
17 determination includes a reasonable estimate of the attorney's fees likely to be  
18 incurred.”); *Brady v. Mercedes-Benz*, 243 F.Supp.2d 1004, 1011 (N.D. Cal. 2002),  
19 (“[w]here the law entitles the prevailing plaintiff to recover reasonable attorney fees, a  
20 reasonable estimate of fees likely to be incurred to resolution is part of the benefit  
21 permissibly sought by the plaintiff and thus contributes to the amount in controversy.”)  
22 (emphasis added); *Tompkins v. Basic Research LLC*, 2008 WL 1808316, at \*4  
23 (E.D.Cal.2008) (the “amount in controversy includes a reasonable estimate of attorneys’  
24 fees likely to be incurred”); *Celestino v. Renal Advantage Inc.*, 2007 WL 1223699, at \*4  
25

---

26 <sup>4</sup> “In actions seeking declaratory or injunctive relief, it is well established that the  
27 amount in controversy is measured by the value of the object of the litigation.” *Hunt v.*  
28 *Washington State Apple Advertising Com'n*, 432 U.S. 333, 347 (1977); *Luna v. Kemira*  
*Specialty, Inc.*, 575 F. Supp. 2d 1166, 1172 (C.D. Cal. 2008) (same).

1 (N.D.Cal.2007) ("the amount in controversy includes not only damages accrued up to the  
2 time of removal, but also a reasonable assessment of damages likely to be accrued after  
3 the time of removal").

4 33. Therefore, the amount placed in controversy by the claims of Plaintiffs and  
5 their putative classes exceed the \$5 million threshold.

6 **NO ADMISSION**

7 34. Defendant does not concede in any way that the allegations in the FAC, or  
8 any of the prior pleadings discussed above are accurate, nor that Plaintiffs are entitled to  
9 any compensatory or statutory damages, penalties, punitive damages, attorney fees, or  
10 any other relief.

11 WHEREFORE, the Action is hereby removed to this Court from the Superior  
12 Court of the State of California, County of Los Angeles.

13  
14 Dated: November 27, 2013 GREENBERG TRAURIG, LLP

15  
16 By: 

17 Mark D. Kemple

18 Bryan J. Lazarski

19 Attorneys for Defendants Laboratory Corporation  
20 Of America, Laboratory Corporation Of America  
21 Holdings  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A



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 ORIGINAL FILED  
 Superior Court of California  
 County Of Los Angeles

AUG 22 2013

By: M. Carrillo Deputy

7 Attorneys for Plaintiffs Jemuel Andres  
 and Mark Takahashi

8  
 9  
 10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 FOR THE COUNTY OF LOS ANGELES

12 JEMUEL ANDRES, MARK  
 TAKAHASHI, CHRISTINE  
 13 BOHLANDER, individually as aggrieved  
 employees and on behalf of others similarly  
 14 situated,

15 Plaintiffs,

16 vs.

17 LABORATORY CORPORATION OF  
 AMERICA, a Delaware corporation doing  
 18 business as LABCORP; LABORATORY  
 CORPORATION OF AMERICA  
 19 HOLDINGS, a Delaware corporation doing  
 business as LABCORP; ANTOINETTE  
 20 HUGGINS, an individual; CYNTHIA  
 NELSON, an individual; and DOES 1  
 21 through 100, inclusive,

22 Defendants.

Case No.: BC511308

**FIRST AMENDED CLASS ACTION  
 COMPLAINT AND ENFORCEMENT  
 ACTION UNDER THE PRIVATE  
 ATTORNEYS GENERAL ACT,  
 CALIFORNIA LABOR CODE §§ 2698 ET  
 SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7 & 512(a) (Unpaid Meal Period Premiums);
- (4) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of Labor Code §§ 2698, *et seq.* ("PAGA"); and
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.*

**Jury Trial Demanded**

FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT

BY FAX

1 Plaintiffs Jemuel Andres, Mark Takahashi, and Christine Bohlander ("Plaintiffs"),  
 2 individually and on behalf of all other aggrieved employees as set forth herein, allege as  
 3 follows:

#### 4 INTRODUCTION

5 1. This is class action and enforcement action under California Civil Procedure  
 6 Code section 382 and the Labor Code Private Attorneys General Act of 2004, California  
 7 Labor Code section 2698 et seq. ("PAGA") to recover wages, civil penalties, and all other  
 8 available relief on behalf of Plaintiffs, the State of California, and all other employees of  
 9 Defendants employed as "couriers" and "phlebotomists" by Defendants in California and  
 10 suffered one or more of the Labor Code violations set forth in this complaint.

11 2. Defendants operate a laboratory testing and services company and utilize  
 12 couriers to circulate testing equipment and samples to and from various medical facilities,  
 13 homes, and laboratories, etc. Defendants utilize phlebotomists to obtain and analyze blood  
 14 samples among other things.

15 3. As set forth more fully below, Defendants have violated various sections of the  
 16 California Labor Code and applicable Industrial Welfare Commission Wage Order including,  
 17 but not limited to, to meal breaks, rest breaks, overtime and minimum wages, etc.

#### 18 JURISDICTION AND VENUE

19 4. The monetary damages, restitution, wages and other remedies sought by  
 20 Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established  
 21 according to proof at trial. Plaintiffs allege that the amount in controversy for each Plaintiff,  
 22 including claims for monetary damages, restitution, penalties, injunctive relief, and a pro rata  
 23 share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000) and that the  
 24 aggregate amount in controversy for the proposed class action, including monetary damages,  
 25 restitution, penalties, injunctive relief, and attorneys' fees, is less than five million dollars  
 26 (\$5,000,000), exclusive of interest and costs. Plaintiffs reserve the right to seek a larger  
 27 amount based upon new and different information resulting from investigation and discovery.

28 5. This Court has jurisdiction over this action pursuant to the California

1 Constitution, Article VI, section 10. The statutes under which this action is brought do not  
2 specify any other basis for jurisdiction.

3 6. This Court has jurisdiction over all Defendants because, upon information and  
4 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
5 California, or otherwise intentionally avail themselves of the California market so as to render  
6 the exercise of jurisdiction over them by the California courts consistent with traditional  
7 notions of fair play and substantial justice.

8 7. Venue is proper in this Court because Defendants employ persons in this  
9 county and thus a substantial portion of the transactions and occurrences related to this action  
10 occurred in this county.

11 8. California Labor Code sections 2699 *et seq.*, the "Labor Code Private Attorneys  
12 Generals Act" ("PAGA"), authorizes aggrieved employees to sue directly for various civil  
13 penalties under the California Labor Code.

14 9. On, April 23, 2013, April 26, 2013, and May 1, 2013 Plaintiffs timely provided  
15 notice to the California Labor and Workforce Development Agency ("LWDA") and to  
16 Defendants, pursuant to California Labor Code section 2699.3.

17 10. On June 18, 2013, the LWDA informed Plaintiffs that it did not intend to  
18 investigate the allegations.

19 **THE PARTIES**

20 11. Plaintiff JEMUEL ANDRES is a resident of Torrance, California in Los  
21 Angeles County.

22 12. Plaintiff MARK TAKAHASHI is a resident of Glendale, California, in Los  
23 Angeles County.

24 13. Plaintiff CHRISTINE BOHLANDER is a resident of Hanford, California in  
25 Solano County.

26 14. Defendant LABORATORY CORPORATION OF AMERICA, was and is, upon  
27 information and belief, a Delaware corporation doing business as "LabCorp" and, at all times  
28 hereinafter mentioned, an employer whose employees are engaged throughout this county, the

1 State of California, or the various states of the United States of America.

2 15. Defendant LABORATORY CORPORATION OF AMERICA HOLDINGS,  
3 was and is, upon information and belief, a Delaware corporation doing business as "LabCorp"  
4 and, at all times hereinafter mentioned, an employer whose employees are engaged throughout  
5 this county, the State of California, or the various states of the United States of America.

6 16. Defendant ANTOINETTE HUGGINS was and is, upon information and belief,  
7 an individual residing in the state of California, and was the Store Manager for the retail store  
8 location where Plaintiffs worked. Pursuant to California Labor Code section 558 and PAGA,  
9 ANTOINETTE HUGGINS is named as a "person acting on behalf of an employer" who  
10 violated, and caused to be violated, various sections of Division 2, Part 2, Chapter 1, and  
11 various sections of the applicable Industrial Welfare Commission Order which regulate days  
12 and hours of work by enforcing and/or implementing LABORATORY CORPORATION OF  
13 AMERICA HOLDINGS' and/or LABORATORY CORPORATION OF AMERICA's policies  
14 and procedures. Only civil penalties and unpaid wages are sought against ANTOINETTE  
15 HUGGINS pursuant to Labor Code section 558.

16 17. Defendant CYNTHIA NELSON was and is, upon information and belief, an  
17 individual residing in the state of California, and was the regional manager for the location  
18 where Plaintiff worked. Pursuant to California Labor Code section 558 and PAGA, she is  
19 named as a "person acting on behalf of an employer" who violated, and caused to be violated,  
20 various sections of Division 2, Part 2, Chapter 1, and various sections of the applicable  
21 Industrial Welfare Commission Order which regulate days and hours of work by carrying out  
22 the policies and practices of Defendants. Only civil penalties and unpaid wages are sought  
23 against CYNTHIA NELSON pursuant to Labor Code section 558.

24 18. Plaintiffs are unaware of the true names or capacities of the Defendants sued  
25 herein under the fictitious names DOES 1 through 100 but will seek leave of this Court to  
26 amend the complaint and serve such fictitiously named Defendants once their names and  
27 capacities become known. Plaintiffs are informed and believe, and thereon alleges, that  
28 DOES 1 through 100 are the partners, agents, owners, shareholders, managers or employees of

1 LABORATORY CORPORATION OF AMERICA HOLDINGS and/or LABORATORY  
2 CORPORATION OF AMERICA at all relevant times.

3 19. Plaintiffs are informed and believe, and thereon allege, that each and all of the  
4 acts and omissions alleged herein were performed by, or are attributable to, LABORATORY  
5 CORPORATION OF AMERICA HOLDINGS, LABORATORY CORPORATION OF  
6 AMERICA, ANTOINETTE HUGGINS, CYNTHA NELSON, and/or DOES 1 through 100  
7 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint  
8 venturer of, or working in concert with, each of the other co-Defendants and was acting within  
9 the course and scope of such agency, employment, joint venture, or concerted activity with  
10 legal authority to act on the others' behalf. The acts of any and all Defendants represent and  
11 were in accordance with Defendants' official policy.

12 20. At all relevant times, Defendants, and each of them, ratified each and every act  
13 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
14 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
15 the damages herein alleged.

16 21. Plaintiffs are informed and believe, and thereon allege, that each of said  
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
18 omissions, occurrences, and transactions alleged herein.

#### 19 **CLASS ACTION ALLEGATIONS**

20 22. Plaintiffs bring this action on their own behalf, as well as on behalf of each and  
21 all other persons similarly situated, and thus, seek class certification under California Code of  
22 Civil Procedure section 382.

23 23. All claims alleged herein arise under California law for which Plaintiffs seek  
24 relief authorized by California law.

25 24. Plaintiffs' first proposed class consists of and is defined as follows:  
26 All persons who are or were employed by Defendants as  
27 Couriers within four years prior to the filing of the original  
complaint in this action until the date of certification ("Courier  
Class").

28 25. Plaintiffs' first proposed subclass consists of and is defined as follows:



1 All persons who are or were employed by Defendants as  
 2 Couriers within one year prior to the filing of the original  
 complaint until the date of certification ("Courier Subclass").

3 26. Plaintiffs' second proposed class consists of and is defined as follows:  
 4 All persons who are or were employed by Defendants in  
 5 California as a "Phlebotomist" at any time within four years  
 prior to the filing of the original complaint in this action until the  
 date of certification ("Phlebotomist Class").

6 27. Plaintiffs second proposed subclass consists of and is defined as follows:  
 7 All persons who are or were employed by Defendants in  
 8 California as a "Phlebotomist" at any time within one year prior  
 to the filing of the original complaint in this action until the date  
 of certification ("Phlebotomist Subclass").

9 28. Plaintiffs reserve the right to redefine the classes and subclasses and to add  
 10 additional subclasses as appropriate based on discovery and specific theories of liability.

11 29. Members of the Courier Class, Courier Subclass, Phlebotomist Class, and  
 12 Phlebotomist Subclass will be referred to hereinafter as "class members."

13 30. There are common questions of law and fact as to class members that  
 14 predominate over questions affecting only individual members, including, but not limited to:

- 15 (a) Whether Defendants required Plaintiffs and class members to work off-  
 16 the-clock without payment;
- 17 (b) Whether Defendants required Plaintiffs and class members to work over  
 18 eight (8) hours per day, over twelve (12) hours per day, and/or over  
 19 forty (40) hours per week and failed to pay legally required overtime  
 20 compensation to Plaintiffs and class members;
- 21 (c) Whether Defendants failed to pay at least minimum wages for all hours  
 22 worked by Plaintiffs and class members;
- 23 (d) Whether Defendants deprived Plaintiffs and class members of meal  
 24 periods or required Plaintiffs and class members to work during meal  
 25 periods without compensation;
- 26 (e) Whether Defendants deprived Plaintiffs and class members of rest  
 27 periods or required Plaintiffs and class members to work during rest  
 28 periods without compensation;

- (f) Whether Defendants complied with wage reporting as required by California Labor Code section 226(a);
- (g) Whether Defendants failed to timely pay unpaid overtime wages, minimum wages, and meal and rest period premiums to Plaintiffs and class members during their employment;
- (h) Whether Defendants failed to pay unpaid overtime wages, minimum wages, and meal and rest period premiums due to Plaintiffs and class members upon their discharge;
- (i) Whether Defendants unlawfully deducted wages from Plaintiffs and class members without proper authorization;
- (j) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

31. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership sizes of the classes are unknown to Plaintiffs at this time; however, the classes are estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-

1 defined community of interest and typicality of claims, as demonstrated  
 2 herein. Plaintiffs acknowledge that they have an obligation to make  
 3 known to the Court any relationship, conflicts or differences with any  
 4 class member. Plaintiffs' attorneys, the proposed class counsel, are  
 5 versed in the rules governing class action discovery, certification, and  
 6 settlement. Plaintiffs have incurred, and throughout the duration of this  
 7 action, will continue to incur costs and attorneys' fees that have been,  
 8 are, and will be necessarily expended for the prosecution of this action  
 9 for the substantial benefit of each class member.

10 (d) Superiority: The nature of this action makes the use of class action  
 11 adjudication superior to other methods. A class action will achieve  
 12 economies of time, effort and expense as compared with separate  
 13 lawsuits, and will avoid inconsistent outcomes because the same issues  
 14 can be adjudicated in the same manner and at the same time for the  
 15 entire class.

16 (e) Public Policy Considerations: Employers in the State of California  
 17 violate employment and labor laws every day. Current employees are  
 18 often afraid to assert their rights out of fear of direct or indirect  
 19 retaliation. Former employees are fearful of bringing actions because  
 20 they believe their former employers might damage their future  
 21 endeavors through negative references and/or other means. Class  
 22 actions provide the class members who are not named in the complaint  
 23 with a type of anonymity that allows for the vindication of their rights  
 24 while simultaneously protecting their privacy.

### 25 GENERAL ALLEGATIONS

26 32. Defendants operate a laboratory testing and services company using couriers to  
 27 transport testing supplies and equipment and test samples to and from various locations  
 28 including medical facilities, doctors' offices, and laboratories. Defendants employ more than

1 30,000 persons nationwide and are a publicly traded corporation.

2 33. Defendants employed Plaintiff Jemuel Andres as a courier from July 1, 2009 to  
3 December 24, 2012 in the Los Angeles County area.

4 34. Defendants employed Plaintiff Mark Takahashi as a courier from March 2007  
5 to September 2012 in the Los Angeles County area.

6 35. Defendants have employed Plaintiff Christine Bohlander as a phlebotomist  
7 since September 2012 to the present in the Kings County area.

8 36. Defendants continue to employ couriers and phlebotomists in various locations  
9 throughout California.

10 37. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
11 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
12 and advisors knowledgeable about California labor and wage law, employment and personnel  
13 practices, and about the requirements of California law.

14 38. Plaintiffs are informed and believe, and thereon allege, that aggrieved  
15 employees were not paid for all hours worked, because all hours worked were not recorded.

16 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
17 should have known that Plaintiffs and class members were entitled to receive certain wages  
18 for overtime compensation and that they were not receiving certain wages for overtime  
19 compensation.

20 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
21 should have known that Plaintiffs and class members were entitled to receive at least  
22 minimum wages for compensation and that, in violation of the California Labor Code, they  
23 were not receiving at least minimum wages for work done off-the-clock.

24 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
25 should have known that Plaintiffs and class members were entitled to receive all meal periods  
26 or payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular  
27 rate of pay when they did not receive a timely uninterrupted meal period, and that they did not  
28 receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs' and

1 aggrieved employees' regular rate of pay when they did not receive a timely uninterrupted  
2 meal period.

3 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
4 should have known that Plaintiffs and class members were entitled to receive all rest periods  
5 or payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular  
6 rate of pay when a rest period was missed, and that they did not receive all rest periods or  
7 payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular rate  
8 of pay when a rest period was missed.

9 43. Plaintiffs Andres and Takahashi are informed and believe, and thereon allege,  
10 that Defendants knew or should have known that they were not permitted to deduct wages  
11 from Plaintiffs Andres and Takahashi and Courier class members without authorization but  
12 did so.

13 44. Plaintiffs Andres and Takahashi are informed and believe, and thereon allege,  
14 that Defendants knew or should have known that they were not permitted to compel or coerce  
15 Plaintiffs Andres and Takahashi and Courier class members to patronize their business in the  
16 purchase of any thing of value but did in fact require Plaintiffs Andres and Takahashi and  
17 Courier class members to purchase various things, including company vehicle leases.

18 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
19 should have known that Plaintiffs and class members were entitled to receive complete and  
20 accurate wage statements in accordance with California law. In violation of the California  
21 Labor Code, Plaintiffs and class members were not provided complete and accurate wage  
22 statements.

23 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
24 should have known that Plaintiffs and class members were entitled to timely payment of  
25 wages during their employment. In violation of the California Labor Code, Plaintiffs and  
26 class members did not receive payment of all wages, including, overtime wages, minimum  
27 wages, and meal and rest period premium wages, within permissible time periods.

28 47. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or



1 should have known that Plaintiffs and class members were entitled to receive all wages upon  
2 termination, including, minimum wages, overtime wages, and meal and rest period premium  
3 wages.

4 48. At all times herein set forth, PAGA was applicable to Plaintiffs' employment  
5 by Defendants.

6 49. At all times herein set forth, PAGA provides that any provision of law under  
7 the California Labor Code that provides for a civil penalty to be assessed and collected by the  
8 LWDA for violations of the California Labor Code may, as an alternative, be recovered  
9 through a civil action brought by an aggrieved employee on behalf of himself and other  
10 current or former employees pursuant to procedures outlined in California Labor Code section  
11 2699.3.

12 50. Pursuant to PAGA, a civil action under PAGA may be brought by an  
13 "aggrieved employee," who is any person that was employed by the alleged violator and  
14 against whom one or more of the alleged violations was committed.

15 51. Plaintiffs were employed by Defendants and the alleged violations were  
16 committed against them during their time of employment and they are, therefore, aggrieved  
17 employees. Plaintiffs and other employees are "aggrieved employees" as defined by  
18 California Labor Code section 2699(c) in that they are all current or former employees of  
19 Defendants, and one or more of the alleged violations were committed against them.

20 52. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
21 employee, including, may pursue a civil action arising under PAGA after the following  
22 requirements have been met:

23 (a) The aggrieved employee shall give written notice by certified mail  
24 (hereinafter "Employee's Notice") to the LWDA and the employer of  
25 the specific provisions of the California Labor Code alleged to have  
26 been violated, including the facts and theories to support the alleged  
27 violations.

28 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the

1 employer and the aggrieved employee by certified mail that it does not  
 2 intend to investigate the alleged violation within thirty (30) calendar  
 3 days of the postmark date of the Employee's Notice. Upon receipt of  
 4 the LWDA Notice, or if the LWDA Notice is not provided within thirty-  
 5 three (33) calendar days of the postmark date of the Employee's Notice,  
 6 the aggrieved employee may commence a civil action pursuant to  
 7 California Labor Code section 2699 to recover civil penalties in addition  
 8 to any other penalties to which the employee may be entitled.

9 53. On April 23, 2013, April 26, 2013, and May 1, 2013 Plaintiffs provided written  
 10 notice by certified mail to the LWDA and to employer Defendants of the specific provisions  
 11 of the California Labor Code alleged to have been violated, including the facts and theories to  
 12 support the alleged violations, pursuant to California Labor Code section 2699.3.

13 54. As of the date this complaint was filed, the LWDA has stated that it does not  
 14 intend to investigate Plaintiffs' claims. Thus, Plaintiffs have satisfied the administrative  
 15 prerequisites under California Labor Code section 2699.3(a) to recover civil penalties and  
 16 unpaid wages against Defendants, in addition to other remedies, for violations of California  
 17 Labor Code sections 201, 202, 203, 204, 210, 221, 224, 226(a), 226.7, 450, 510, 512(a), 1194,  
 18 1197, 1197.1, and 1198.

## 19 **FIRST CAUSE OF ACTION**

### 20 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

#### 21 **(Against All Defendants)**

22 55. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 23 and every allegation set forth above.

24 56. California Labor Code section 1198 makes it illegal to employ an employee  
 25 under conditions of labor that are prohibited by the applicable wage order. California Labor  
 26 Code section 1198 requires that "... the standard conditions of labor fixed by the commission  
 27 shall be the ... standard conditions of labor for employees. The employment of any employee  
 28 ... under conditions of labor prohibited by the order is unlawful."

1           57. California Labor Code section 1198 and the applicable Industrial Welfare  
2 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
3 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
5 basis.

6           58. Specifically, the applicable IWC Wage Order provides that Defendants are and  
7 were required to pay Plaintiffs and class members by Defendants, and working more than  
8 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-  
9 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)  
10 hours in a workweek.

11           59. The applicable IWC Wage Order further provides that Defendants are and were  
12 required to pay Plaintiffs and class members by Defendants, and working more than twelve  
13 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

14           60. California Labor Code section 510 codifies the right to overtime compensation  
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
16 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
17 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
18 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
19 of work.

20           61. During the relevant time period, Plaintiffs Andres and Takahashi and Courier  
21 class members worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a  
22 day, and/or in excess of forty (40) hours in a week. Plaintiffs Andres and Takahashi and  
23 Courier class members worked off-the-clock before scheduled shifts, during meal periods, and  
24 after scheduled shifts as a result of Defendants' scheduling practices and policies and because  
25 Defendants discouraged the payment of any overtime hours. For example, Defendants would  
26 schedule deliveries for Plaintiffs Andres and Takahashi and Courier class members' entire  
27 working shift such that there was insufficient or no time to take compliant meal periods.  
28 Instead, Plaintiffs Andres and Takahashi and Courier class members would have to work

1 through all or part of their meal periods. Plaintiffs Andres and Takahashi and Courier class  
2 members would be disciplined if they were late to scheduled pick-up or deliveries. At the  
3 same time, in an effort to avoid paying meal period premiums, Defendants also required  
4 Plaintiffs Andres and Takahashi and Courier class members to confirm or verify having taken  
5 a compliant meal period when they had not. This requirement was, upon information and  
6 belief, a condition of their continued employment or payment of wages. Thus, Defendants did  
7 not pay Plaintiffs Andres and Takahashi and Courier class members for the time they worked  
8 through their meal periods. Plaintiffs Andres and Takahashi and Courier class members  
9 would also have to do work before their scheduled work shift began to prepare routes, prepare  
10 specimens, and prepare coolers, etc. Plaintiffs Andres and Takahashi and Courier class  
11 members would also work off-the-clock after their scheduled shifts ended to finish routes that  
12 were not able to be done during scheduled work hours due to traffic or other delays.  
13 Defendants discouraged the payment of overtime hours and required Plaintiffs Andres and  
14 Takahashi and Courier class members to omit and/or erase this time from their records and  
15 paychecks. Because Plaintiffs Andres and Takahashi and Courier class members worked  
16 shifts of approximately forty (40) hours per week, some of this off-the-clock work qualified  
17 for overtime payment. Plaintiffs Andres and Takahashi and Courier class members were also  
18 denied double-time when they worked more than twelve (12) hours in a shift.

19 62. During the relevant time period, Plaintiff Bohlander and Phlebotomist class  
20 members worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day,  
21 and/or in excess of forty (40) hours in a week. Plaintiff Bohlander and Phlebotomist class  
22 members worked off-the-clock before scheduled shifts and during meal periods as a result of  
23 Defendants' scheduling practices and policies and because Defendants discouraged the  
24 payment of any overtime hours. Defendants did not want Plaintiff Bohlander and  
25 Phlebotomist class members working hours beyond their scheduled shift. For instance,  
26 Defendants instructed Plaintiff Bohlander and Phlebotomist class members to clock in and out  
27 according to their scheduled shift, including their scheduled meal periods, regardless of the  
28 hours they actually worked. However, Plaintiff Bohlander and Phlebotomist class members

1 would have to work beyond their scheduled shifts because Defendants would schedule too  
 2 many blood samples and other work for the phlebotomists and would not staff enough  
 3 employees to handle the work. Defendants would often schedule only one phlebotomist to  
 4 work for several hours thereby making the one phlebotomist unable to complete work during  
 5 scheduled hours and unable to leave work for breaks due to lack of coverage. Moreover,  
 6 Plaintiff Bohlander and Phlebotomist class members would work through part or all of their  
 7 meal periods, while off-the-clock, in order to get assigned work completed. Because Plaintiff  
 8 Bohlander and Phlebotomist class members worked shifts of approximately forty hours per  
 9 week, some of this off-the-clock work qualified for overtime payment. Plaintiff Bohlander  
 10 and Phlebotomist class members were also denied double-time when they worked more than  
 11 twelve hours in a shift.

12 63. Defendants' failing to pay Plaintiffs and class members the unpaid balance of  
 13 overtime compensation, as required by California law, violates the provisions of California  
 14 Labor Code sections 510 and 1198, and is therefore unlawful.

15 64. Pursuant to California Labor Code section 1194, Plaintiffs and class members  
 16 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and  
 17 attorneys' fees.

## 18 **SECOND CAUSE OF ACTION**

### 19 **Violation of California Labor Code §§ 1194, 1197, 1197.1—Unpaid Minimum Wages** 20 **(Against All Defendants)**

21 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 22 and every allegation set forth above.

23 66. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1  
 24 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is  
 25 the minimum wage to be paid to employees, and the payment of a lesser wage than the  
 26 minimum so fixed is unlawful.

27 67. As described above, Plaintiffs and class members worked off-the-clock as a  
 28 result of Defendants' scheduling and discouragement of the payment of overtime. To the

1 extent the off-the-clock hours did not qualify for overtime payment, Plaintiffs and class  
 2 members were not paid even minimum wages for this time. Also, Plaintiffs and class  
 3 members were not paid even minimum wage for all of the hours they worked as a result of  
 4 this off-the-clock. Accordingly, Defendants regularly failed to pay at least minimum wages to  
 5 Plaintiffs and class members for all of the hours they worked in violation of California Labor  
 6 Code sections 1194, 1197 and 1197.1.

7 68. Defendants' failure to pay Plaintiffs and class members the minimum wage as  
 8 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those  
 9 sections, Plaintiffs and class members are entitled to recover the unpaid balance of their  
 10 minimum wage compensation, as well as interest, costs, and attorney's fees.

11 69. Pursuant to California Labor Code section 1194.2, Plaintiffs and class members  
 12 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid  
 13 and interest thereon.

### 14 **THIRD CAUSE OF ACTION**

#### 15 **Violations of California Labor Code, §§ 226.7 and 512(a)—Failure to Provide Meal**

#### 16 **Periods**

#### 17 **(Against All Defendants)**

18 70. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and  
 19 every allegation set forth above.

20 71. At all relevant times herein set forth, the applicable California Industrial  
 21 Welfare Commission (IWC) Wage Order(s) and California Labor Code sections 226.7 and  
 22 512(a) were applicable to Plaintiffs' and the other aggrieved employees' employment by  
 23 Defendants and each of them.

24 72. At all relevant times herein set forth, California Labor Code section 226.7  
 25 provides that no employer shall require an employee to work during any meal period  
 26 mandated by an applicable order of the California Industrial Welfare Commission (IWC).

27 73. At all relevant times herein set forth, California Labor Code section 512(a)  
 28 provides that an employer may not require, cause, or permit an employee to work for a period



1 of more than five (5) hours per day without providing the employee with a meal period of not  
2 less than thirty (30) minutes, except that if the total work period per day of the employee is  
3 not more than six (6) hours, the meal period may be waived by mutual consent of both the  
4 employer and the employee.

5 74. During the relevant time period, Plaintiffs and class members scheduled to  
6 work for a period of time no longer than six (6) hours, and who did not waive their legally  
7 mandated meal periods by mutual consent, were required to work for periods longer than five  
8 (5) hours without a meal period of not less than thirty (30) minutes.

9 75. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage  
10 Order(s) and California Labor Code section 226.7(b), Plaintiffs and class members are entitled  
11 to recover from Defendants one (1) additional hour of pay at the employee's regular hourly  
12 rate of compensation for each work day that the meal period was not provided.

13 76. During the relevant time period, Defendants willfully required Plaintiffs Andres  
14 and Takahashi and Courier class members to work during meal periods and failed to  
15 compensate Plaintiffs Andres and Takahashi and Courier class members for missed meal  
16 periods. For example, as stated above Defendants did not take efforts to provide meal periods  
17 to Plaintiffs Andres and Takahashi and Courier class members but instead scheduled  
18 deliveries in such a way as to not relieve Plaintiffs Andres and Takahashi and Courier class  
19 members of all work such that they could take compliant breaks. Plaintiffs Andres and  
20 Takahashi and Courier class members were required to instead work through their meal  
21 periods, take late meal periods, or take shortened or interrupted meal periods. In an effort to  
22 avoid paying meal period premiums, Defendants also required Plaintiffs Andres and  
23 Takahashi and Courier class members to confirm or verify having taken a compliant meal  
24 period. This requirement was, upon information and belief, a condition of continued  
25 employment or payment of wages. As a result, when meal periods were missed, Defendants  
26 failed to pay Plaintiffs Andres and Takahashi and Courier class members the full meal period  
27 premiums due in violation of the applicable Industrial Welfare Commission (IWC) Wage  
28 Order(s), and California Labor Code sections 226.7 and 512(a).

77. During the relevant time period, Defendants willfully required Plaintiff Bohlander and Phlebotomist class members to work during meal periods and failed to compensate Plaintiff Bohlander and Phlebotomist class members for missed meal periods. For example, as stated above Defendants did not take efforts to provide meal periods to Plaintiff Bohlander and Phlebotomist class members but instead required Plaintiff Bohlander and Phlebotomist class members to complete tasks and forgo breaks because of the amount of work they needed to complete and because there were insufficient phlebotomists scheduled to handle the work. Also, Defendants scheduled Plaintiff Bohlander and Phlebotomist class members to start at 7:00 a.m. and then required them to work to prepare blood samples for the couriers who arrived at 12:00 p.m. thereby causing Plaintiff Bohlander and Phlebotomist class members to take late meal periods if any meal period was taken at all. Plaintiff Bohlander and Phlebotomist class members were required to work through their meal periods, take late meal periods, or take shortened or interrupted meal periods. Defendants also had no policy or practice to pay premiums when compliant meal periods were not provided. Accordingly, Defendants failed to pay Plaintiff Bohlander and Phlebotomist class members the full meal period premiums due in violation of the applicable IWC Wage Order(s), and California Labor Code sections 226.7 and 512(a).

78. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage Order(s) and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular hourly rate of compensation for each work day that the meal period was not provided.

#### FOURTH CAUSE OF ACTION

### Violation of California Labor Code § 226.7—Failure to Provide Rest Periods

**(Against All Defendants)**

79. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

80. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and aggrieved employees'

1 employment by Defendants.

2 81. At all relevant times, California Labor Code section 226.7 provides that no  
3 employer shall require an employee to work during any rest period mandated by an applicable  
4 order of the California IWC.

5 82. At all relevant times, the applicable IWC Wage Order provides that “[e]very  
6 employer shall authorize and permit all employees to take rest periods, which insofar as  
7 practicable shall be in the middle of each work period” and that the “rest period time shall be  
8 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
9 hours or major fraction thereof” unless the total daily work time is less than three and one-half  
10 (3½) hours.

11 83. Pursuant to the applicable IWC Wage Order and California Labor Code section  
12 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1)  
13 additional hour of pay at the employee’s regular hourly rate of compensation for each work  
14 day that the rest period was not provided.

15 84. During the relevant time period, Defendants required Plaintiffs Andres and  
16 Takahashi and Courier class members to work four (4) or more hours without authorizing or  
17 permitting a ten (10) minute rest period per each four (4) hour period worked. As with meal  
18 periods, Defendants did not take efforts to provide Plaintiffs Andres and Takahashi and  
19 Courier class members with compliant rest breaks but instead scheduled deliveries such that  
20 Plaintiffs Andres and Takahashi and Courier class members could not take all compliant rest  
21 breaks. Defendants also had no policy and/or practice to pay a premium when rest periods  
22 were missed and thus failed to pay Plaintiffs Andres and Takahashi and Courier class  
23 members the full rest period premium due in violation of California Labor Code section 226.7  
24 and the applicable Industrial Welfare Commission Wage Order.

25 85. During the relevant time period, Defendants required Plaintiff Bohlander and  
26 Phlebotomist class members to work four (4) or more hours without authorizing or permitting a  
27 ten (10) minute rest period per each four (4) hour period worked. As with meal periods,  
28 Defendants did not take efforts to provide Plaintiff Bohlander and Phlebotomist class members

1 with compliant rest breaks but instead required Plaintiff Bohlander and Phlebotomist class  
2 members to miss all or part of their rest breaks in order to finish work within their scheduled  
3 hours. Defendants also had no policy and/or practice to pay a premium when rest periods were  
4 missed and thus failed to pay Plaintiff Bohlander and Phlebotomist class members the full rest  
5 period premium due in violation of California Labor Code section 226.7 and the applicable  
6 Industrial Welfare Commission Wage Order.

7 86. Pursuant to the applicable IWC Wage Order and California Labor Code section  
8 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1)  
9 additional hour of pay at the employee's regular hourly rate of compensation for each work  
10 day that the rest period was not provided.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of California Labor Code § 226(a)—Non-Compliant Wage Statements**  
13 **(Against All Defendants)**

14 87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
15 and every allegation set forth above.

16 88. At all material times set forth herein, California Labor Code section 226(a)  
17 provides that every employer shall furnish each of his or her employees an accurate itemized  
18 wage statement in writing, including, but not limited to, the name and address of the legal  
19 entity that is the employer, total hours worked, and all applicable hourly rates.

20 89. Defendants have intentionally and willfully failed to provide employees with  
21 complete and accurate wage statements. The deficiencies include, among other things, the  
22 failure to state all hours worked as a result of not recording or paying for hours worked off-  
23 the-clock.

24 90. As a result of Defendants' violation of California Labor Code section 226(a),  
25 Plaintiffs and class members have suffered injury and damage to their statutorily protected  
26 rights.

27 91. Specifically, Plaintiffs and class members have been injured by Defendants'  
28 intentional violation of California Labor Code section 226(a) because they were denied both

1 their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
 2 statements under California Labor Code section 226(a). In addition, because Defendants  
 3 failed to provide the accurate number of total hours worked on wage statements, Plaintiffs  
 4 have been prevented by Defendants from determining if all hours worked were paid and the  
 5 extent of the underpayment. Plaintiffs have had to file this lawsuit, conduct discovery,  
 6 reconstruct time records, and perform computations in order to analyze whether in fact  
 7 Plaintiffs were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to  
 8 incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and  
 9 incur these costs had Defendants provided the accurate number of total hours worked. This  
 10 has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from  
 11 Defendants.

12 92. Plaintiffs and class members are entitled to recover from Defendants the greater  
 13 of their actual damages caused by Defendants' failure to comply with California Labor Code  
 14 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per  
 15 employee.

#### 16 **SIXTH CAUSE OF ACTION**

#### 17 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 18 **Termination** 19 **(Against All Defendants)**

20 93. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 21 and every allegation set forth above.

22 94. At all times herein set forth, California Labor Code sections 201 and 202  
 23 provide that if an employer discharges an employee, the wages earned and unpaid at the time  
 24 of discharge are due and payable immediately, and that if an employee voluntarily leaves his  
 25 or her employment, his or her wages shall become due and payable not later than seventy-two  
 26 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of  
 27 his or her intention to quit, in which case the employee is entitled to his or her wages at the  
 28 time of quitting.





1 California Labor Code including, but not limited to, the following:

- 2 (a) Violation of Labor Code sections 510 and 1198 for Defendants' failure  
3 to pay overtime wages to Plaintiffs and other aggrieved employees, as  
4 set forth herein;
- 5 (b) Violation of Labor Code sections 1194, 1197, and 1197.1 for  
6 Defendants' failure to compensate Plaintiffs and other aggrieved  
7 employees for all hours worked with at least minimum wages, as set  
8 forth herein;
- 9 (c) Violation of Labor Code sections 226.7 and 512(a) for Defendants'  
10 failure to provide Plaintiffs and other aggrieved employees with meal  
11 and rest periods or compensation in lieu thereof, as set forth herein;
- 12 (d) Violation of Labor Code section 226(a) for failure to provide accurate  
13 wage statements to Plaintiffs and other aggrieved employees as set forth  
14 herein;
- 15 (e) Violation of Labor Code sections 201, 202, and 203 for failing timely to  
16 pay all earned wages to Plaintiffs and other aggrieved employees upon  
17 discharge, as set forth herein;
- 18 (f) Violation of Labor Code section 204 for failing to pay all earned wages  
19 owed to Plaintiffs and other aggrieved employees during employment as  
20 set forth more fully below;
- 21 (g) Violation of Labor Code sections 221 and 224 for unlawfully deducting  
22 wages previously paid to Plaintiffs Andres and Takahashi and other  
23 aggrieved employees as set forth more fully below; and
- 24 (h) Violation of Labor Code section 450 for compelling and/or coercing  
25 Plaintiffs Andres and Takahashi and other aggrieved employees to  
26 patronize Defendants' business as set forth more fully below.

27 103. California Labor Code section 1198 makes it illegal to employ an employee  
28 under conditions of labor that are prohibited by the applicable wage order. California Labor

1 Code section 1198 requires that "... the standard conditions of labor fixed by the commission  
2 shall be the ... standard conditions of labor for employees. The employment of any employee  
3 ... under conditions of labor prohibited by the order is unlawful." In violating the above  
4 cited sections, Defendants have also violated the applicable wage order and thus Labor Code  
5 section 1198.

6 104. California Labor Code section 204 requires that all wages earned by any person  
7 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other  
8 than those wages due upon termination of an employee, are due and payable between the 16th  
9 and the 26th day of the month during which the labor was performed, and that all wages  
10 earned by any person in any employment between the 16th and the last day, inclusive, of any  
11 calendar month, other than those wages due upon termination of an employee, are due and  
12 payable between the 1st and the 10th day of the following month. California Labor Code  
13 section 204 also requires that all wages earned for labor in excess of the normal work period  
14 shall be paid no later than the payday for the next regular payroll period. During the relevant  
15 time period, Defendants failed to pay Plaintiffs and other aggrieved employees all wages due  
16 to them, including, but not limited to, overtime wages, minimum wages, and meal and rest  
17 period premium wages, within any time period specified by California Labor Code section  
18 204.

19 105. California Labor Code sections 221 and 224 provide that it is unlawful for any  
20 employer to collect or receive from an employee any part of wages theretofore paid by said  
21 employer to said employee without express written consent. During the relevant time period,  
22 Defendants collected a portion of wages previously paid to Plaintiffs Andres and Takahashi  
23 and other aggrieved employees. For example, Defendants deducted wages for the value of gift  
24 cards distributed to Plaintiffs Andres and Takahashi and other aggrieved employees as part of  
25 a company incentive program without obtaining proper authorization from Plaintiffs Andres  
26 and Takahashi and aggrieved employees. Defendants' conduct as alleged herein violates  
27 California Labor Code sections 221 and 224.

28 106. At all relevant times herein set forth, California Labor Code section 450

1 provides that an employer may not “compel or coerce any employee, or applicant for  
2 employment, to patronize his or her employer, or any other person, in the purchase of any  
3 thing of value.” However, Defendants did compel and/or coerce Plaintiffs Andres and  
4 Takahashi and other aggrieved employees to purchase various items including, but not limited  
5 to, lease payments for vehicles owned by Defendants, in violation of California Labor Code  
6 section 450.

7 107. California Labor Code section 210 provides: “In addition to, and entirely  
8 independent and apart from, any other penalty provided in this article, every person who fails  
9 to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,  
10 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial  
11 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each  
12 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
13 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

14 108. Labor Code section 558(a) provides “[a]ny employer or other person acting on  
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
16 provision regulating hours and days of work in any order of the Industrial Welfare  
17 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty  
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
19 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each  
20 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay  
21 period for which the employee was underpaid in addition to an amount sufficient to recover  
22 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected  
23 employee.” Labor code section 558(c) provides “[t]he civil penalties provided for in this  
24 section are in addition to any other civil or criminal penalty provided by law.”

25 109. Defendants, at all times relevant to this complaint, were employers or persons  
26 acting on behalf of an employer(s) who violated Plaintiffs’ and other aggrieved employees’  
27 rights by violating various sections of the California Labor Code as set forth above.

28 110. As set forth above, Defendants have violated numerous provisions of both the

1 Labor Code sections regulating hours and days of work as well as the applicable order of the  
 2 Industrial Welfare commission. Accordingly, Plaintiffs seek the remedies set forth in Labor  
 3 Code section 558 for themselves, the State of California, and all other aggrieved employees.

4 111. Pursuant to PAGA, and in particular California Labor Code sections 2699(a),  
 5 2699.3, 2699.5 and 558, Plaintiffs, acting in the public interest as a private attorney general,  
 6 seek assessment and collection of unpaid wages and civil penalties for Plaintiffs, all other  
 7 aggrieved employees, and the State of California against Defendants, in addition to other  
 8 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 224,  
 9 226(a), 226.7, 450, 510, 512(a), 1194, 1197, 1197.1, and 1198.

#### 10 **EIGHTH CAUSE OF ACTION**

#### 11 **Violation of California Business & Professions Code §§ 17200, *et seq.***

#### 12 **(Against All Defendants)**

13 112. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 14 and every allegation set forth above.

15 113. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
 16 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs seek to  
 17 enforce important rights affecting the public interest within the meaning of Code of Civil  
 18 Procedure section 1021.5.

19 114. Defendants' activities, as alleged herein, are violations of California law, and  
 20 constitute unlawful business acts and practices in violation of California Business &  
 21 Professions Code sections 17200, *et seq.*

22 115. A violation of California Business & Professions Code sections 17200, *et seq.*  
 23 may be predicated on the violation of any state or federal law. In the instant case, Defendants'  
 24 policies and practices have violated state law in at least the following respects:

- 25 (a) Requiring non-exempt employees, including Plaintiffs and class
- 26 members, to work overtime without paying them proper compensation
- 27 in violation of California Labor Code sections 510 and 1198 and the
- 28 applicable Industrial Welfare Commission Order;

- (b) Failing to pay at least minimum wage to Plaintiffs and class members in violation of California Labor Code sections 1194, 1197 and 1197.1 and the applicable Industrial Welfare Commission Order;
- (c) Failing to provide meal and rest periods or to pay premium wages for missed meal and rest periods to Plaintiffs and class members in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Order;
- (d) Failing to provide Plaintiffs and class members with accurate wage statements in violation of California Labor Code section 226(a) and the applicable Industrial Welfare Commission Order;
- (e) Deducting wages already paid to Plaintiffs Andres and Takahashi and Courier class members without proper authorization in violation of California Labor Code sections 221 and 224 and the applicable Industrial Welfare Commission Order;
- (f) Compelling and/or coercing Plaintiffs Andres and Takahashi and Courier class members to patronize Defendants' business in violation of California Labor Code section 450; and
- (g) Failing to timely pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204 and the applicable Industrial Welfare Commission Order.

116. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiffs and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the original complaint in this action; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

#### REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

1 **PRAYER FOR RELIEF**

2 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment  
3 against Defendants, jointly and severally, as follows:

4 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in  
5 excess of twenty-five thousand dollars (\$25,000).

6 **Class Certification**

7 2. That this case be certified as a class action;

8 3. That Plaintiffs Andres and Takahashi be appointed as representatives of the  
9 Courier Class and Courier Subclass;

10 4. That Plaintiff Bohlander be appointed as representative of the Phlebotomist  
11 Class and Phlebotomist Subclass;

12 5. That counsel for Plaintiffs be appointed as Class Counsel.

13 **As to the First Cause of Action**

14 6. That the Court declare, adjudge, and decree that Defendants violated California  
15 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to  
16 pay all overtime wages due to Plaintiffs and class members;

17 7. For general unpaid wages at overtime wage rates and such general and special  
18 damages as may be appropriate;

19 8. For pre-judgment interest on any unpaid overtime compensation commencing  
20 from the date such amounts were due;

21 9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
22 California Labor Code section 1194(a); and

23 10. For such other and further relief as the Court may deem equitable and  
24 appropriate.

25 **As to the Second Cause of Action**

26 11. That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code sections 1194, 1197 and 1197.1 by willfully failing to pay minimum wages to  
28 Plaintiffs and class members;



1           12.    For general unpaid wages and such general and special damages as may be  
2 appropriate;

3           13.    For pre-judgment interest on any unpaid compensation from the date such  
4 amounts were due;

5           14.    For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
6 California Labor Code section 1194(a);

7           15.    For liquidated damages pursuant to California Labor Code section 1194.2; and

8           16.    For such other and further relief as the Court may deem equitable and  
9 appropriate.

10                                   **As to the Third Cause of Action**

11           17.    That the Court declare, adjudge, and decree that Defendants violated California  
12 Labor Code sections 226.7 and 512(a) and applicable Industrial Welfare Commission (IWC)  
13 Wage Order(s) by willfully failing to provide all meal periods to Plaintiffs and class members;

14           18.    That the Court make an award to the Plaintiffs and class members of one (1)  
15 hour of pay at each employee's regular rate of compensation for each workday that a meal  
16 period was not provided;

17           19.    For all actual, consequential, and incidental losses and damages, according to  
18 proof;

19           20.    For premiums pursuant to California Labor Code section 226.7(b);

20           21.    For pre-judgment interest on any unpaid meal period premiums from the date  
21 such amounts were due; and

22           22.    For such other and further relief as the Court may deem equitable and  
23 appropriate.

24                                   **As to the Fourth Cause of Action**

25           23.    That the Court declare, adjudge and decree that Defendants violated California  
26 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
27 rest periods to Plaintiffs and class members;

28           24.    That the Court make an award to the Plaintiffs and class members of one (1)

1 hour of pay at each employee's regular rate of compensation for each workday that a rest  
2 period was not provided;

3 25. For all actual, consequential, and incidental losses and damages, according to  
4 proof;

5 26. For premiums pursuant to California Labor Code section 226.7(b);

6 27. For pre-judgment interest on any unpaid rest period premiums from the date  
7 such amounts were due; and

8 28. For such other and further relief as the Court may deem equitable and  
9 appropriate.

10 **As to the Fifth Cause of Action**

11 29. That the Court declare, adjudge and decree that Defendants violated the  
12 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage  
13 Orders as to Plaintiffs and class members, and willfully failed to provide accurate itemized  
14 wage statements thereto;

15 30. For all actual, consequential and incidental losses and damages, according to  
16 proof;

17 31. For injunctive relief and statutory penalties pursuant to California Labor Code  
18 sections 226(h) and 226(e); and

19 32. For such other and further relief as the Court may deem equitable and  
20 appropriate.

21 **As to the Sixth Cause of Action**

22 33. That the Court declare, adjudge and decree that Defendants violated California  
23 Labor Code sections 201 and 202 by willfully failing to pay all overtime wages, minimum  
24 wages, and meal and rest period premium wages owed at the time of termination of the  
25 employment of Plaintiffs and other class members no longer employed by Defendants.

26 34. For all actual, consequential and incidental losses and damages, according to  
27 proof;

28 35. For statutory wage penalties pursuant to California Labor Code section 203 for

1 Plaintiffs and all other class members who have left Defendants' employ;

2 36. For pre-judgment interest on any unpaid wages from the date such amounts  
3 were due; and

4 37. For such other and further relief as the Court may deem equitable and  
5 appropriate.

6 **As to the Seventh Cause of Action**

7 38. That the Court declare, adjudge and decree that Defendants violated the  
8 following California Labor Code sections as to Plaintiffs and aggrieved employees: 510 and  
9 1198 (by failing to pay all overtime wages); 1194, 1197, and 1197.1 (by failing to pay at least  
10 minimum wages for all hours worked); 226.7 and 512(a) (by failing to provide meal or rest  
11 periods or compensation in lieu thereof); 226(a) (by failing to provide accurate wage  
12 statements); 201, 202, 203 (by failing to timely pay all unpaid wages upon termination); and  
13 204 (by failing to timely pay all earned wages during employment);

14 39. That the Court declare, adjudge and decree that Defendants violated the  
15 following California Labor Code sections as to Plaintiffs Andres and Takahashi and aggrieved  
16 employees: 221 and 224 (for improperly deduction wages already paid to Plaintiffs and class  
17 members without authorization) and 450 (for compelling and/or coercing Plaintiffs and class  
18 members to purchase things of value).

19 40. For civil penalties for conduct occurring any time between one year prior to the  
20 filing of this complaint and judgment, and unpaid wages for conduct occurring any time  
21 between three years prior to the filing of this complaint and judgment, pursuant to California  
22 Labor Code sections 2699(a) and/or 2699(f) and (g) and 558, plus costs and attorneys' fees,  
23 for violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 224, 226(a),  
24 226.7, 450, 510, 512(a), 1194, 1197, 1197.1, and 1198; and

25 41. For such other and further relief as the Court may deem equitable and  
26 appropriate.

27 **As to the Eighth Cause of Action**

28 42. That the Court declare, adjudge and decree that Defendants violated California

1 Business and Professions Code sections 17200, *et seq.* by failing to pay overtime  
2 compensation due, failing to pay at least minimum wages for all hours worked, failing to  
3 provide meal and rest periods or premium wages in lieu thereof, improperly deducting wages  
4 from Plaintiffs Andres and Takahashi and Courier class members, coercing and/or compelling  
5 Plaintiffs Andres and Takahashi and Courier class members to purchase things of value,  
6 failing to provide accurate wage statements, failing timely to pay all earned wages during  
7 employment and upon termination, and making unauthorized deductions to wages;

8 43. For restitution of unpaid wages to Plaintiffs and all class members and  
9 prejudgment interest from the day such amounts were due and payable;

10 44. For the appointment of a receiver to receive, manage and distribute any and all  
11 funds disgorged from Defendants and determined to have been wrongfully acquired by  
12 Defendants as a result of violations of California Business & Professions Code sections 17200  
13 *et seq.*;

14 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
15 California Code of Civil Procedure section 1021.5; and

16 46. For such other and further relief as the Court may deem equitable and  
17 appropriate.

18  
19 Dated: August 2, 2013

Respectfully submitted,

Capstone Law APC

20  
21  
22 By 

Miriam Schimmel  
Katherine Den Bleyker  
Jonathan Lee

23  
24 Attorneys for Plaintiffs Jamuel Andres, Mark  
25 Takahashi, and Christine Bohlander  
26  
27  
28

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067.

On August 2, 2013, I served the within document(s) described below as:

**FIRST AMENDED CLASS ACTION COMPLAINT AND ENFORCEMENT  
ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA  
LABOR CODE §§ 2698 ET SEQ.**

on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes addressed as follows:

Mark D. Kemple  
Bryan J. Lazarski  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121  
*Attorneys for Defendants  
Laboratory Corporation Of America and  
Laboratory Corporation Of America  
Holdings*

- (X) **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.
- ( ) **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above.
- ( ) **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.
- ( ) **FACSIMILE:** I caused the above-referenced document(s) to be transmitted to the above-named person at the telephone numbers above.
- (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**EXECUTED** this document on August 2, 2013, at Los Angeles, California.

  
Sandy S. Acevedo

PROOF OF SERVICE

Removal Exhibit A-033

# EXHIBIT B



# SUMMONS (CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

LABORATORY CORPORATION OF AMERICA, a Delaware corporation doing business as LABCORP; LABORATORY CORPORATION OF AMERICA HOLDINGS, a Delaware corporation doing business as LABCORP; CYNTHIA NELSON, an individual; and DOES 1 through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CHRISTINE BOHLANDER, individually as an aggrieved employee and on behalf of other aggrieved employees

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of State of California - Solano County  
600 Union Avenue, Fairfield, California 94533

CASE NUMBER:  
(Número de caso) **PCS041765**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Miriam L. Schimmel (SBN 185089), Katherine DenBleyker (SBN 257187), Jonathan S. Lee (SBN 267146)  
Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067, Tel. No.: (310) 556-4811

DATE: **MAY 30 2013** Clerk, by **J. SAPP-CHUN**, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

ASSIGNED TO  
JUDGE  
**HARRY S. KINNIGUTT**  
FOR ALL PURPOSES

Form Adopted for Mandatory Use  
Judicial Council of California  
SUM-100 (Rev. July 1, 2009)

SUMMONS

Page 1 of 1  
Code of Civil Procedure §§ 41220, 465  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

BY FAX

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**ENDORSED FILED**  
 Clerk of the Superior Court

**MAY 30 2013**

By J. SAPP-CHUN  
 DEPUTY CLERK

Attorneys for Plaintiff Christine Bohlander

**ASSIGNED TO  
 JUDGE HARRY S. KINNICUTT  
 FOR ALL PURPOSES**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SOLANO**

CHRISTINE BOHLANDER, individually  
 as an aggrieved employee and on behalf of  
 other aggrieved employees,

Plaintiff,

vs.

LABORATORY CORPORATION OF  
 AMERICA, a Delaware corporation doing  
 business as LABCORP; LABORATORY  
 CORPORATION OF AMERICA  
 HOLDINGS, a Delaware corporation doing  
 business as LABCORP; CYNTHIA  
 NELSON, an individual; and DOES 1  
 through 100, inclusive,

Defendants.

Case No.: **FCS041765**

**ENFORCEMENT ACTION UNDER THE  
 PRIVATE ATTORNEYS GENERAL ACT,  
 CALIFORNIA LABOR CODE §§ 2698 ET  
 SEQ.**

(1) Violation of Labor Code §§ 2698, *et seq.*  
 ("PAGA")

**Jury Trial Demanded**

**BY FAX**

COMPLAINT

1 Plaintiff Christine Bohlander ("Plaintiff"), individually and on behalf of all other  
2 aggrieved employees as set forth herein, alleges as follows:

### 3 INTRODUCTION

4 1. This is an enforcement action under the Labor Code Private Attorneys General  
5 Act of 2004, California Labor Code section 2698 et seq. ("PAGA") to recover civil penalties,  
6 wages, and all other available relief on behalf of Plaintiff, the State of California, and all other  
7 employees of Defendants currently or previously employed as "phlebotomists" by Defendants  
8 in California and suffered one or more of the Labor Code violations set forth in this complaint  
9 at any time between three years prior to the filing of this complaint until judgment ("aggrieved  
10 employees").

11 2. Defendants operate a laboratory testing and services company and utilize  
12 phlebotomists to obtain and analyze blood samples among other things.

13 3. As set forth more fully below, Defendants have violated various sections of the  
14 California Labor Code and applicable Industrial Welfare Commission Wage Order including,  
15 but not limited to, to meal breaks, rest breaks, overtime and minimum wages, etc.

### 16 JURISDICTION AND VENUE

17 4. The civil penalties, wages and other remedies sought by Plaintiff exceed the  
18 minimal jurisdiction limits of the Superior Court and will be established according to proof at  
19 trial. Based upon information available at this time, Plaintiff alleges that the amount in  
20 controversy for each Plaintiff, including claims for monetary damages, restitution, penalties,  
21 wages, injunctive relief, and a pro rata share of attorneys' fees, is less than seventy-five  
22 thousand dollars (\$75,000).

23 5. This Court has jurisdiction over this action pursuant to the California  
24 Constitution, Article VI, section 10. The statutes under which this action is brought do not  
25 specify any other basis for jurisdiction.

26 6. This Court has jurisdiction over all Defendants because, upon information and  
27 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
28 California, or otherwise intentionally avail themselves of the California market so as to render

1 the exercise of jurisdiction over them by the California courts consistent with traditional  
2 notions of fair play and substantial justice.

3 7. Venue is proper in this Court because Defendants employ persons in this  
4 county and thus a substantial portion of the transactions and occurrences related to this action  
5 occurred in this county.

6 8. California Labor Code sections 2699 *et seq.*, the "Labor Code Private Attorneys  
7 Generals Act" ("PAGA"), authorizes aggrieved employees to sue directly for various civil  
8 penalties under the California Labor Code.

9 9. On, April 26, 2013 Plaintiff timely provided notice to the California Labor and  
10 Workforce Development Agency ("LWDA") and to Defendants, pursuant to California Labor  
11 Code section 2699.3.

#### 12 THE PARTIES

13 10. Plaintiff CHRISTINE BOHLANDER is a resident of Hanford, California in  
14 Solano County.

15 11. Defendant LABORATORY CORPORATION OF AMERICA, was and is, upon  
16 information and belief, a Delaware corporation doing business as "LabCorp" and, at all times  
17 hereinafter mentioned, an employer whose employees are engaged throughout this county, the  
18 State of California, or the various states of the United States of America.

19 12. Defendant LABORATORY CORPORATION OF AMERICA HOLDINGS,  
20 was and is, upon information and belief, a Delaware corporation doing business as "LabCorp"  
21 and, at all times hereinafter mentioned, an employer whose employees are engaged throughout  
22 this county, the State of California, or the various states of the United States of America.

23 13. Defendant CYNTHIA NELSON was and is, upon information and belief, an  
24 individual residing in the state of California, and was the regional manager for the location  
25 where Plaintiff worked. Pursuant to California Labor Code section 558 and PAGA, she is  
26 named as a "person acting on behalf of an employer" who violated, and caused to be violated,  
27 various sections of Division 2, Part 2, Chapter 1, and various sections of the applicable  
28 Industrial Welfare Commission Order which regulate days and hours of work by carrying out

1 the policies and practices of Defendants. Only civil penalties and unpaid wages are sought  
2 against CYNTHIA NELSON pursuant to Labor Code section 558.

3 14. Plaintiff is unaware of the true names or capacities of the Defendants sued  
4 herein under the fictitious names DOES 1 through 100 but will seek leave of this Court to  
5 amend the complaint and serve such fictitiously named Defendants once their names and  
6 capacities become known.

7 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
8 acts and omissions alleged herein were performed by, or are attributable to, LABORATORY  
9 CORPORATION OF AMERICA HOLDINGS, CYNTHIA NELSON, and/or DOES 1 through  
10 100 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint  
11 venturer of, or working in concert with, each of the other co-Defendants and was acting within  
12 the course and scope of such agency, employment, joint venture, or concerted activity with  
13 legal authority to act on the others' behalf. The acts of any and all Defendants represent and  
14 were in accordance with Defendants' official policy.

15 16. At all relevant times, Defendants, and each of them, ratified each and every act  
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
18 the damages herein alleged.

19 17. Plaintiff is informed and believes, and thereon alleges, that each of said  
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
21 omissions, occurrences, and transactions alleged herein.

#### 22 GENERAL ALLEGATIONS

23 18. Defendants operate a laboratory testing and services company using  
24 phlebotomists to prepare and obtain blood samples along with other related tasks. Defendants  
25 employ more than 30,000 persons nationwide and are a publicly traded corporation.

26 19. Defendants have employed Plaintiff Christine Bohlander as a phlebotomist  
27 since September 2012 to the present in the Kings County area.

28 20. Defendants continue to employ phlebotomists in various locations throughout



1 California.

2 21. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
3 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
4 and advisors knowledgeable about California labor and wage law, employment and personnel  
5 practices, and about the requirements of California law.

6 22. Plaintiff is informed and believes, and thereon alleges, that aggrieved  
7 employees were not paid for all hours worked, because all hours worked were not recorded.

8 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that Plaintiff and aggrieved employees were entitled to receive certain  
10 wages for overtime compensation and that they were not receiving certain wages for overtime  
11 compensation.

12 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
13 should have known that Plaintiff and aggrieved employees were entitled to receive at least  
14 minimum wages for compensation and that, in violation of the California Labor Code, they  
15 were not receiving at least minimum wages for work done off-the-clock.

16 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
17 should have known that Plaintiff and aggrieved employees were entitled to receive all meal  
18 periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'  
19 regular rate of pay when they did not receive a timely uninterrupted meal period, and that they  
20 did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and  
21 aggrieved employees' regular rate of pay when they did not receive a timely uninterrupted  
22 meal period.

23 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24 should have known that Plaintiff and aggrieved employees were entitled to receive all rest  
25 periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'  
26 regular rate of pay when a rest period was missed, and that they did not receive all rest periods  
27 or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular  
28 rate of pay when a rest period was missed.



1           27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
2 should have known that Plaintiff and aggrieved employees were entitled to receive complete  
3 and accurate wage statements in accordance with California law. In violation of the California  
4 Labor Code, Plaintiff and aggrieved employees were not provided complete and accurate  
5 wage statements.

6           28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
7 should have known that Plaintiff and aggrieved employees were entitled to timely payment of  
8 wages during their employment. In violation of the California Labor Code, Plaintiff and  
9 aggrieved employees did not receive payment of all wages, including, but not limited to,  
10 overtime wages, minimum wages, and meal and rest period premium wages, within  
11 permissible time periods.

12           29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
13 should have known that formerly employed aggrieved employees were entitled to receive all  
14 wages upon termination, including, without limitation, minimum wages, overtime wages, and  
15 meal and rest period premium wages.

16           30. At all times herein set forth, PAGA was applicable to Plaintiff's employment  
17 by Defendants.

18           31. At all times herein set forth, PAGA provides that any provision of law under  
19 the California Labor Code that provides for a civil penalty to be assessed and collected by the  
20 LWDA for violations of the California Labor Code may, as an alternative, be recovered  
21 through a civil action brought by an aggrieved employee on behalf of himself and other  
22 current or former employees pursuant to procedures outlined in California Labor Code section  
23 2699.3.

24           32. Pursuant to PAGA, a civil action under PAGA may be brought by an  
25 "aggrieved employee," who is any person that was employed by the alleged violator and  
26 against whom one or more of the alleged violations was committed.

27           33. Plaintiff was employed by Defendants and the alleged violations were  
28 committed against her during her time of employment and she is, therefore, an aggrieved

1 employee. Plaintiff and other employees are "aggrieved employees" as defined by California  
2 Labor Code section 2699(c) in that they are all current or former employees of Defendants,  
3 and one or more of the alleged violations were committed against them.

4 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
5 employee, including, may pursue a civil action arising under PAGA after the following  
6 requirements have been met:

7 (a) The aggrieved employee shall give written notice by certified mail  
8 (hereinafter "Employee's Notice") to the LWDA and the employer of  
9 the specific provisions of the California Labor Code alleged to have  
10 been violated, including the facts and theories to support the alleged  
11 violations.

12 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the  
13 employer and the aggrieved employee by certified mail that it does not  
14 intend to investigate the alleged violation within thirty (30) calendar  
15 days of the postmark date of the Employee's Notice. Upon receipt of  
16 the LWDA Notice, or if the LWDA Notice is not provided within thirty-  
17 three (33) calendar days of the postmark date of the Employee's Notice,  
18 the aggrieved employee may commence a civil action pursuant to  
19 California Labor Code section 2699 to recover civil penalties in addition  
20 to any other penalties to which the employee may be entitled.

21 35. On April 26, 2013 Plaintiff provided written notice by certified mail to the  
22 LWDA and to employer Defendants of the specific provisions of the California Labor Code  
23 alleged to have been violated, including the facts and theories to support the alleged  
24 violations, pursuant to California Labor Code section 2699.3.

25 36. As of the filing date of this complaint, over 33 days have passed since Plaintiff  
26 sent the notice to the LWDA as described above and the LWDA has not stated that it intends  
27 to investigate Plaintiff's claims. Thus Plaintiff has satisfied the administrative prerequisites  
28 under California Labor Code section 2699.3(a) to recover civil penalties and unpaid wages

1 against Defendants, in addition to other remedies, for violations of California Labor Code  
2 sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, and 1198.

### 3 FIRST CAUSE OF ACTION

#### 4 Violation of California Labor Code §§ 2698, *et seq.*

#### 5 (Against all Defendants)

6 37. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
7 and every allegation set forth above.

8 38. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover  
9 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code  
10 section 2699.5.

11 39. PAGA provides as follows, "[n]otwithstanding any other provision of law, a  
12 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising  
13 under this part at any time within 60 days of the time periods specified in this part."

14 40. Defendants' conduct, as alleged herein, violates numerous sections of the  
15 California Labor Code, including, but not limited to, the following:

16 (a) Violations of Labor Code sections 510 and 1198 for Defendants' failure  
17 to compensate Plaintiff and aggrieved employees with overtime wages  
18 for all hours worked in excess of eight in one day or forty in one week  
19 as set forth more fully below;

20 (b) Violation of Labor Code sections 1194, 1197, and 1197.1 for  
21 Defendants' failure to compensate Plaintiff and all aggrieved employees  
22 with at least minimum wages for all hours worked as set forth more  
23 fully below;

24 (c) Violation of Labor Code sections 226.7 and 512(a) for Defendants'  
25 failure to provide Plaintiff and other aggrieved employees with meal or  
26 rest periods or compensation in lieu thereof, as set forth more fully  
27 below;

28 (d) Violation of Labor Code section 226(a) for failure to provide accurate

1 wage statements to Plaintiff and other aggrieved employees as set forth  
2 more fully below;

3 (e) Violation of Labor Code section 204 for failure to pay all earned wages  
4 owed to Plaintiff and other aggrieved employees during employment as  
5 set forth more fully below; and

6 (f) Violation of Labor Code sections 201, 202, and 203 for failure to pay all  
7 unpaid wages upon termination as set forth more fully below.

8 **FAILURE TO PAY OVERTIME**

9 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

10 41. California Labor Code section 1198 makes it illegal to employ an employee  
11 under conditions of labor that are prohibited by the applicable wage order. California Labor  
12 Code section 1198 requires that "... the standard conditions of labor fixed by the commission  
13 shall be the ... standard conditions of labor for employees. The employment of any employee  
14 ... under conditions of labor prohibited by the order is unlawful."

15 42. California Labor Code section 1198 and the applicable Industrial Welfare  
16 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
17 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
18 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
19 basis.

20 43. Specifically, the applicable IWC Wage Order provides that Defendants are and  
21 were required to pay Plaintiff and aggrieved employees by Defendants, and working more  
22 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-  
23 and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)  
24 hours in a workweek.

25 44. The applicable IWC Wage Order further provides that Defendants are and were  
26 required to pay Plaintiff and aggrieved employees by Defendants, and working more than  
27 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate  
28 of pay.

1           45. California Labor Code section 510 codifies the right to overtime compensation  
2 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
3 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
4 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
5 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
6 of work.

7           46. During the relevant time period, Plaintiff and other aggrieved employees  
8 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in  
9 excess of forty (40) hours in a week. Plaintiff and aggrieved employees worked off-the-clock  
10 before scheduled shifts and during meal periods as a result of Defendants' scheduling  
11 practices and policies and because Defendants discouraged the payment of any overtime  
12 hours. Defendants did not want Plaintiff and aggrieved employees working hours beyond  
13 their scheduled shift. For instance, Defendants instructed Plaintiff and aggrieved employees  
14 to clock in and out according to their scheduled shift, including their scheduled meal periods,  
15 regardless of the hours they actually worked. However, Plaintiff and aggrieved employees  
16 would have to work beyond their scheduled shifts because Defendants would schedule too  
17 many blood samples and other work for the phlebotomists and would not staff enough  
18 employees to handle the work. Defendants would often schedule only one phlebotomist to  
19 work for several hours thereby making the one phlebotomist unable to complete work during  
20 scheduled hours and unable to leave work for breaks due to lack of coverage. Moreover,  
21 Plaintiff and aggrieved employees would work through part or all of their meal periods, while  
22 off-the-clock, in order to get assigned work completed. Because Plaintiff and aggrieved  
23 employees worked shifts of approximately forty hours per week, some of this off-the-clock  
24 work qualified for overtime payment. Plaintiff and aggrieved employees were also denied  
25 double-time when they worked more than twelve hours in a shift. Defendants' failing to pay  
26 Plaintiff and aggrieved employees the unpaid balance of overtime compensation, as required  
27 by California law, violates the provisions of California Labor Code sections 510 and 1198,  
28 and is therefore unlawful.

1           47. Pursuant to California Labor Code section 1194, Plaintiff and aggrieved  
2 employees are entitled to recover their unpaid overtime compensation, as well as interest,  
3 costs, and attorneys' fees.

4                           **FAILURE TO PAY MINIMUM WAGES**

5                           **VIOLATION OF LABOR CODE SECTIONS 1194, 1197 AND 1197.1**

6           48. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1  
7 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is  
8 the minimum wage to be paid to employees, and the payment of a lesser wage than the  
9 minimum so fixed is unlawful.

10          49. As described above, Plaintiff and aggrieved employees worked off-the-clock as  
11 a result of Defendants' scheduling and discouragement of the payment of overtime. To the  
12 extent the off-the-clock hours did not qualify for overtime payment, Plaintiff and aggrieved  
13 employees were not paid even minimum wages for this time. Also, Plaintiff and aggrieved  
14 employees were not paid even minimum wage for all of the hours they worked as a result of  
15 this off-the-clock. Accordingly, Defendants regularly failed to pay at least minimum wages to  
16 Plaintiff and aggrieved employees for all of the hours they worked in violation of California  
17 Labor Code sections 1194, 1197 and 1197.1.

18          50. Defendants' failure to pay Plaintiff and aggrieved employees the minimum  
19 wage as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to  
20 those sections, Plaintiff and aggrieved employees are entitled to recover the unpaid balance of  
21 their minimum wage compensation, as well as interest, costs, and attorney's fees.

22          51. Pursuant to California Labor Code section 1194.2, Plaintiff and aggrieved  
23 employees are entitled to recover liquidated damages in an amount equal to the wages  
24 unlawfully unpaid and interest thereon.

25                           **FAILURE TO PROVIDE MEAL PERIODS**

26                           **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

27          52. At all relevant times herein set forth, the applicable California Industrial  
28 Welfare Commission (IWC) Wage Order(s) and California Labor Code sections 226.7 and



1 512(a) were applicable to Plaintiff's and the other aggrieved employees' employment by  
2 Defendants and each of them.

3 53. At all relevant times herein set forth, California Labor Code section 226.7  
4 provides that no employer shall require an employee to work during any meal period  
5 mandated by an applicable order of the California Industrial Welfare Commission (IWC).

6 54. At all relevant times herein set forth, California Labor Code section 512(a)  
7 provides that an employer may not require, cause, or permit an employee to work for a period  
8 of more than five (5) hours per day without providing the employee with a meal period of not  
9 less than thirty (30) minutes, except that if the total work period per day of the employee is  
10 not more than six (6) hours, the meal period may be waived by mutual consent of both the  
11 employer and the employee.

12 55. During the relevant time period, Plaintiff and other aggrieved employees  
13 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
14 their legally mandated meal periods by mutual consent, were required to work for periods  
15 longer than five (5) hours without a meal period of not less than thirty (30) minutes.

16 56. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage  
17 Order(s) and California Labor Code section 226.7(b), Plaintiff and other aggrieved employees  
18 are entitled to recover from Defendants one (1) additional hour of pay at the employee's  
19 regular hourly rate of compensation for each work day that the meal period was not provided.

20 57. During the relevant time period, Defendants willfully required Plaintiff and  
21 aggrieved employees to work during meal periods and failed to compensate Plaintiff and  
22 aggrieved employees for missed meal periods. For example, as stated above Defendants did  
23 not take efforts to provide meal periods to Plaintiff and aggrieved employees but instead  
24 required Plaintiff and aggrieved employees to complete tasks and forgo breaks because of the  
25 amount of work they needed to complete and because there were insufficient phlebotomists  
26 scheduled to handle the work. Also, Defendants scheduled Plaintiff and other aggrieved  
27 employees to start at 7:00 a.m. and then required them to work to prepare blood samples for  
28 the couriers who arrived at 12:00 p.m. thereby causing Plaintiff and aggrieved employees to

1 take late meal periods if any meal period was taken at all. Plaintiff and aggrieved employees  
 2 were required to work through their meal periods, take late meal periods, or take shortened or  
 3 interrupted meal periods. Defendants also had no policy or practice to pay premiums when  
 4 compliant meal periods were not provided. Accordingly, Defendants failed to pay Plaintiff  
 5 and aggrieved employees the full meal period premiums due in violation of the applicable  
 6 Industrial Welfare Commission (IWC) Wage Order(s), and California Labor Code sections  
 7 226.7 and 512(a).

8 58. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage  
 9 Order(s) and California Labor Code section 226.7(b), Plaintiff and other aggrieved employees  
 10 are entitled to recover from Defendants one (1) additional hour of pay at the employee's  
 11 regular hourly rate of compensation for each work day that the meal period was not provided.

12 **FAILURE TO PROVIDE REST PERIODS**

13 **VIOLATION OF LABOR CODE SECTION 226.7**

14 59. At all relevant times herein set forth, the applicable IWC Wage Order and  
 15 California Labor Code section 226.7 were applicable to Plaintiff's and aggrieved employees'  
 16 employment by Defendants.

17 60. At all relevant times, California Labor Code section 226.7 provides that no  
 18 employer shall require an employee to work during any rest period mandated by an applicable  
 19 order of the California IWC.

20 61. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
 21 employer shall authorize and permit all employees to take rest periods, which insofar as  
 22 practicable shall be in the middle of each work period" and that the "rest period time shall be  
 23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
 24 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
 25 (3½) hours.

26 62. Pursuant to the applicable IWC Wage Order and California Labor Code section  
 27 226.7(b), Plaintiff and aggrieved employees are entitled to recover from Defendants one (1)  
 28 additional hour of pay at the employee's regular hourly rate of compensation for each work

1 day that the rest period was not provided.

2 63. During the relevant time period, Defendants required Plaintiff and aggrieved  
3 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute  
4 rest period per each four (4) hour period worked. As with meal periods, Defendants did not  
5 take efforts to provide Plaintiff and aggrieved employees with compliant rest breaks but  
6 instead required Plaintiff and aggrieved employees to miss all or part of their rest breaks in  
7 order to finish work within their scheduled hours. Defendants also had no policy and/or  
8 practice to pay a premium when rest periods were missed and thus failed to pay Plaintiff and  
9 aggrieved employees the full rest period premium due in violation of California Labor Code  
10 section 226.7 and the applicable Industrial Welfare Commission Wage Order.

11 64. Pursuant to the applicable IWC Wage Order and California Labor Code section  
12 226.7(b), Plaintiff and aggrieved employees are entitled to recover from Defendants one (1)  
13 additional hour of pay at the employee's regular hourly rate of compensation for each work  
14 day that the rest period was not provided.

15 **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**

16 **VIOLATION OF LABOR CODE SECTION 226(a)**

17 65. At all material times set forth herein, California Labor Code section 226(a)  
18 provides that every employer shall furnish each of his or her employees an accurate itemized  
19 wage statement in writing, including, but not limited to, the name and address of the legal  
20 entity that is the employer, total hours worked, and all applicable hourly rates.

21 66. Defendants have intentionally and willfully failed to provide employees with  
22 complete and accurate wage statements. The deficiencies include, among other things, the  
23 failure to state all hours worked as a result of not recording or stating the hours they worked  
24 off-the-clock.

25 67. As a result of Defendants' violation of California Labor Code section 226(a),  
26 Plaintiff and aggrieved employees have suffered injury and damage to their statutorily  
27 protected rights.

28 68. Specifically, Plaintiff and aggrieved employees have been injured by

1 Defendants' intentional violation of California Labor Code section 226(a) because they were  
 2 denied both their legal right to receive, and their protected interest in receiving, accurate,  
 3 itemized wage statements under California Labor Code section 226(a). In addition, because  
 4 Defendants failed to provide the accurate number of total hours worked on wage statements,  
 5 Plaintiff has been prevented by Defendants from determining if all hours worked were paid  
 6 and the extent of the underpayment. Plaintiff has had to file this lawsuit, conduct discovery,  
 7 reconstruct time records, and perform computations in order to analyze whether in fact  
 8 Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to  
 9 incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur  
 10 these costs had Defendants provided the accurate number of total hours worked. This has also  
 11 delayed Plaintiff's ability to demand and recover the underpayment of wages from  
 12 Defendants.

13 69. Plaintiff and aggrieved employees are entitled to recover from Defendants the  
 14 greater of their actual damages caused by Defendants' failure to comply with California Labor  
 15 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per  
 16 employee.

#### 17 **FAILURE TO PAY WAGES UPON TERMINATION**

#### 18 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

19 70. At all times herein set forth, California Labor Code sections 201 and 202  
 20 provide that if an employer discharges an employee, the wages earned and unpaid at the time  
 21 of discharge are due and payable immediately, and that if an employee voluntarily leaves his  
 22 or her employment, his or her wages shall become due and payable not later than seventy-two  
 23 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of  
 24 his or her intention to quit, in which case the employee is entitled to his or her wages at the  
 25 time of quitting.

26 71. During the relevant time period, Defendants willfully failed to pay aggrieved  
 27 employees who are no longer employed by Defendants the earned and unpaid wages set forth  
 28 above, including but not limited to, overtime wages, minimum wages, and meal and rest

1 period premium wages, either at the time of discharge, or within seventy-two (72) hours of  
2 their leaving Defendants' employ.

3 72. Defendants' failure to pay those aggrieved employees who are no longer  
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within  
5 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California  
6 Labor Code sections 201 and 202.

7 73. California Labor Code section 203 provides that if an employer willfully fails  
8 to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
9 shall continue as a penalty from the due date, and at the same rate until paid or until an action  
10 is commenced; but the wages shall not continue for more than thirty (30) days.

11 74. Aggrieved employees are entitled to recover from Defendants the statutory  
12 penalty wages for each day they were not paid, at their regular hourly rate of pay, up to a  
13 thirty (30) day maximum pursuant to California Labor Code section 203.

#### 14 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

#### 15 **VIOLATION OF LABOR CODE SECTION 204**

16 75. California Labor Code section 204 requires that all wages earned by any person  
17 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other  
18 than those wages due upon termination of an employee, are due and payable between the 16th  
19 and the 26th day of the month during which the labor was performed, and that all wages  
20 earned by any person in any employment between the 16th and the last day, inclusive, of any  
21 calendar month, other than those wages due upon termination of an employee, are due and  
22 payable between the 1st and the 10th day of the following month. California Labor Code  
23 section 204 also requires that all wages earned for labor in excess of the normal work period  
24 shall be paid no later than the payday for the next regular payroll period. During the relevant  
25 time period, Defendants failed to pay Plaintiff and aggrieved employees all wages due to  
26 them, including, but not limited to, overtime wages, minimum wages, and meal and rest  
27 period premium wages, within any time period specified by California Labor Code section  
28 204.

1           76. California Labor Code section 210 provides: "In addition to, and entirely  
2 independent and apart from, any other penalty provided in this article, every person who fails  
3 to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,  
4 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial  
5 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each  
6 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
7 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

8           77. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
9 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
10 provision regulating hours and days of work in any order of the Industrial Welfare  
11 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty  
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
13 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each  
14 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay  
15 period for which the employee was underpaid in addition to an amount sufficient to recover  
16 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected  
17 employee." Labor code section 558(c) provides "[t]he civil penalties provided for in this  
18 section are in addition to any other civil or criminal penalty provided by law."

19           78. Defendants, at all times relevant to this complaint, were employers or persons  
20 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'  
21 rights by violating various sections of the California Labor Code as set forth above.

22           79. As set forth above, Defendants have violated numerous provisions of both the  
23 Labor Code sections regulating hours and days of work as well as the applicable order of the  
24 Industrial Welfare commission. Accordingly, Plaintiff seeks the remedies set forth in Labor  
25 Code section 558 for herself, the State of California, and all other aggrieved employees.

26           80. Pursuant to PAGA, and in particular California Labor Code sections 2699(a),  
27 2699.3, 2699.5 and 558, Plaintiff, acting in the public interest as a private attorney general,  
28 seeks assessment and collection of unpaid wages and civil penalties for Plaintiff, all other



1 aggrieved employees, and the State of California against Defendants, in addition to other  
2 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a),  
3 226.7, 510, 512(a), 1194, 1197, 1197.1, and 1198.

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment  
8 against Defendants, jointly and severally, as follows:

9 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in  
10 excess of twenty-five thousand dollars (\$25,000).

11 **As to the First Cause of Action**

12 2. That the Court declare, adjudge and decree that Defendants violated the  
13 following California Labor Code sections as to Plaintiff and aggrieved employees: 510 and  
14 1198 (by failing to pay all overtime wages); 1194, 1197, and 1197.1 (by failing to pay at least  
15 minimum wages for all hours worked); 226.7 and 512(a) (by failing to provide meal or rest  
16 periods or compensation in lieu thereof); 226(a) (by failing to provide accurate wage  
17 statements); 201, 202, 203 (by failing to timely pay all unpaid wages upon termination), and  
18 204 (by failing to timely pay all earned wages during employment).

19 3. For civil penalties for conduct occurring any time between one year prior to the  
20 filing of this complaint and judgment, and unpaid wages for conduct occurring any time  
21 between three years prior to the filing of this complaint and judgment, pursuant to California  
22 Labor Code sections 2699(a) and/or 2699(f) and (g) and 558, plus costs and attorneys' fees,  
23 for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,  
24 512(a), 1194, 1197, 1197.1, and 1198; and

25 ///

26 ///

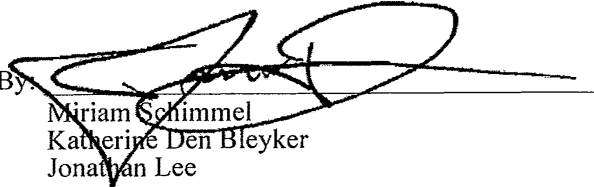
27 ///

1           4.     For such other and further relief as the Court may deem equitable and  
2 appropriate.

3 Dated: May 30, 2013

Respectfully submitted,

Capstone Law APC

5  
6 By   
7 Miriam Schimmel  
8 Katherine Den Bleyker  
Jonathan Lee

Attorneys for Plaintiff Christine Bohlander

# EXHIBIT C

Conformed Copy

SUM-100

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

LABORATORY CORPORATION OF AMERICA, a Delaware corporation doing business as LABCORP; LABORATORY CORPORATION OF AMERICA HOLDINGS, a Delaware corporation doing business as LABCORP; ANTOINETTE HUGGINS, an individual; and DOES 1 through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JEMUEL ANDRES, MARK TAKAHASHI, individually as aggrieved employees and on behalf of others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
CLERK OF COURTS OFFICE

JUN 06 2013

John A. Clarke, Clerk of the Court  
By: [Signature] Deputy  
Clerk of the Court

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**(AVISO!)** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of State of California - Los Angeles County  
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:  
(Número del Caso):

BC511308

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Miriam L. Schimmel (SBN 185089), Katherine DenBleyker (SBN 257187), Jonathan S. Lee (SBN 267146)  
Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067, Tel. No.: (310) 556-4811

DATE: John A. Clarke Clerk, by Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

JUN 06 2013

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

ORIGINAL

A6024  
90015

Miriam Schimmel (SBN 185089)  
Miriam.Schimmel@capstonelawyers.com  
Katherine Den Bleyker (SBN 257187)  
Katherine.DenBleyker@capstonelawyers.com  
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Los Angeles, California 90067  
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Facsimile: (310) 943-0396

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 06 2013

John A. Clarke, Executive Officer/Clerk  
BY Cristina Grijalva Deputy  
Cristina Grijalva

Attorneys for Plaintiffs Jemuel Andres  
and Mark Takahashi

D322 Lee Smalley Edmon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BC511308

JEMUEL ANDRES, MARK  
TAKAHASHI, individually as aggrieved  
employees and on behalf of others similarly  
situated,

Plaintiffs,

vs.

LABORATORY CORPORATION OF  
AMERICA, a Delaware corporation doing  
business as LABCORP; LABORATORY  
CORPORATION OF AMERICA  
HOLDINGS, a Delaware corporation doing  
business as LABCORP; ANTOINETTE  
HUGGINS, an individual; and DOES 1  
through 100, inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT AND  
ENFORCEMENT ACTION UNDER THE  
PRIVATE ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§ 2698 ET  
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7 & 512(a) (Unpaid Meal Period Premiums);
- (4) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of Labor Code §§ 2698, et seq. ("PAGA"); and
- (8) Violation of California Business and Professions Code §§ 17200, et seq.

Jury Trial Demanded

CIT/CASE: BC511308  
LEA/DE#: 310  
RECEIVED: 06/06/13 03:03 PM  
FILED: 06/06/13 03:03 PM  
\$435.00  
\$0.00  
\$0.00  
\$0.00

06/06/2013

CLASS ACTION AND PAGA COMPLAINT

Removal Exhibit C-055

1 Plaintiffs Jemuel Andres and Mark Takahashi ("Plaintiffs"), individually and on behalf  
2 of all other aggrieved employees as set forth herein, allege as follows:

### 3 INTRODUCTION

4 1. This is class action and enforcement action under California Civil Procedure  
5 Code section 382 and the Labor Code Private Attorneys General Act of 2004, California  
6 Labor Code section 2698 et seq. ("PAGA") to recover wages, civil penalties, and all other  
7 available relief on behalf of Plaintiffs, the State of California, and all other employees of  
8 Defendants employed as "couriers" by Defendants in California and suffered one or more of  
9 the Labor Code violations set forth in this complaint.

10 2. Defendants operate a laboratory testing and services company and utilize  
11 couriers to circulate testing equipment and samples to and from various medical facilities,  
12 homes and laboratories etc.

13 3. As set forth more fully below, Defendants have violated various sections of the  
14 California Labor Code and applicable Industrial Welfare Commission Wage Order including,  
15 but not limited to, to meal breaks, rest breaks, overtime and minimum wages, etc.

### 16 JURISDICTION AND VENUE

17 4. The monetary damages and restitution sought by Plaintiffs exceed the minimal  
18 jurisdiction limits of the Superior Court and will be established according to proof at trial.  
19 Plaintiffs allege that the amount in controversy for each Plaintiff, including claims for  
20 monetary damages, restitution, penalties, injunctive relief, and a pro rata share of attorneys'  
21 fees, is less than seventy-five thousand dollars (\$75,000) and that the aggregate amount in  
22 controversy for the proposed class action, including monetary damages, restitution, penalties,  
23 injunctive relief, and attorneys' fees, is less than five million dollars (\$5,000,000), exclusive  
24 of interest and costs. Plaintiffs reserve the right to seek a larger amount based upon new and  
25 different information resulting from investigation and discovery.

26 5. This Court has jurisdiction over this action pursuant to the California  
27 Constitution, Article VI, section 10. The statutes under which this action is brought do not  
28 specify any other basis for jurisdiction.





1 an individual residing in the state of California, and was the Store Manager for the retail store  
 2 location where Plaintiffs worked. Pursuant to California Labor Code section 558 and PAGA,  
 3 ANTOINETTE HUGGINS is named as a "person acting on behalf of an employer" who  
 4 violated, and caused to be violated, various sections of Division 2, Part 2, Chapter 1, and  
 5 various sections of the applicable Industrial Welfare Commission Order which regulate days  
 6 and hours of work by enforcing and/or implementing LABORATORY CORPORATION OF  
 7 AMERICA HOLDINGS' and/or LABORATORY CORPORATION OF AMERICA's policies  
 8 and procedures. Only civil penalties and unpaid wages are sought against ANTOINETTE  
 9 HUGGINS pursuant to Labor Code section 558.

10 15. Plaintiffs are unaware of the true names or capacities of the Defendants sued  
 11 herein under the fictitious names DOES 1 through 100 but will seek leave of this Court to  
 12 amend the complaint and serve such fictitiously named Defendants once their names and  
 13 capacities become known. Plaintiffs are informed and believe, and thereon alleges, that  
 14 DOES 1 through 100 are the partners, agents, owners, shareholders, managers or employees of  
 15 LABORATORY CORPORATION OF AMERICA HOLDINGS and/or LABORATORY  
 16 CORPORATION OF AMERICA at all relevant times.

17 16. Plaintiffs are informed and believe, and thereon allege, that each and all of the  
 18 acts and omissions alleged herein were performed by, or are attributable to, LABORATORY  
 19 CORPORATION OF AMERICA HOLDINGS, LABORATORY CORPORATION OF  
 20 AMERICA, ANTOINETTE HUGGINS, and/or DOES 1 through 100 (collectively  
 21 "Defendants"), each acting as the agent, employee, alter ego, and/or joint venturer of, or  
 22 working in concert with, each of the other co-Defendants and was acting within the course and  
 23 scope of such agency, employment, joint venture, or concerted activity with legal authority to  
 24 act on the others' behalf. The acts of any and all Defendants represent and were in accordance  
 25 with Defendants' official policy.

26 17. At all relevant times, Defendants, and each of them, ratified each and every act  
 27 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
 28 and abetted the acts and omissions of each and all the other Defendants in proximately causing

1 the damages herein alleged.

2 18. Plaintiffs are informed and believe, and thereon allege, that each of said  
3 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
4 omissions, occurrences, and transactions alleged herein.

### 5 CLASS ACTION ALLEGATIONS

6 19. Plaintiffs bring this action on their own behalf, as well as on behalf of each and  
7 all other persons similarly situated, and thus, seek class certification under California Code of  
8 Civil Procedure section 382.

9 20. All claims alleged herein arise under California law for which Plaintiffs seek  
10 relief authorized by California law.

11 21. Plaintiffs' proposed class consists of and is defined as follows:  
12 All persons who are or were employed by Defendants as  
13 Couriers within four years prior to the filing of this complaint  
14 until the date of certification ("Class").

15 22. Plaintiffs' proposed subclass consists of and is defined as follows:  
16 All persons who are or were employed by Defendants as  
17 Couriers within one year prior to the filing of this complaint  
18 until the date of certification ("Subclass").

19 23. Plaintiffs reserve the right to redefine the class and subclass and to add  
20 additional subclasses as appropriate based on discovery and specific theories of liability.

21 24. Members of the Class and Subclass will be referred to hereinafter as "class  
22 members."

23 25. There are common questions of law and fact as to class members that  
24 predominate over questions affecting only individual members, including, but not limited to:

- 25 (a) Whether Defendants required Plaintiffs and class members to work off-  
26 the-clock without payment;
- 27 (b) Whether Defendants required Plaintiffs and class members to work over  
28 eight (8) hours per day, over twelve (12) hours per day, and/or over  
forty (40) hours per week and failed to pay legally required overtime  
compensation to Plaintiffs and class members;
- (c) Whether Defendants failed to pay at least minimum wages for all hours

1 worked by Plaintiffs and class members;

2 (d) Whether Defendants deprived Plaintiffs and class members of meal  
3 periods or required Plaintiffs and class members to work during meal  
4 periods without compensation;

5 (e) Whether Defendants deprived Plaintiffs and class members of rest  
6 periods or required Plaintiffs and class members to work during rest  
7 periods without compensation;

8 (f) Whether Defendants complied with wage reporting as required by  
9 California Labor Code section 226(a);

10 (g) Whether Defendants failed to timely pay unpaid overtime wages,  
11 minimum wages, and meal and rest period premiums to Plaintiffs and  
12 class members during their employment;

13 (h) Whether Defendants failed to pay unpaid overtime wages, minimum  
14 wages, and meal and rest period premiums due to Plaintiffs and class  
15 members upon their discharge;

16 (i) Whether Defendants unlawfully deducted wages from Plaintiffs and  
17 class members without proper authorization;

18 (j) Whether Defendants engaged in unfair business practices in violation of  
19 California Business & Professions Code sections 17200, *et seq.*; and

20 (k) The appropriate amount of damages, restitution, or monetary penalties  
21 resulting from Defendants' violations of California law.

22 26. There is a well-defined community of interest in the litigation and the class  
23 members are readily ascertainable:

24 (a) Numerosity: The class members are so numerous that joinder of all  
25 members would be unfeasible and impractical. The membership of the  
26 entire class is unknown to Plaintiffs at this time; however, the class is  
27 estimated to be greater than one hundred (100) individuals and the  
28 identity of such membership is readily ascertainable by inspection of

Defendants' employment records.

- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- (e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class

1 actions provide the class members who are not named in the complaint  
 2 with a type of anonymity that allows for the vindication of their rights  
 3 while simultaneously protecting their privacy.

#### 4 **GENERAL ALLEGATIONS**

5 27. Defendants operate a laboratory testing and services company using couriers to  
 6 transport testing supplies and equipment and test samples to and from various locations  
 7 including medical facilities, doctors' offices, and laboratories. Defendants employ more than  
 8 30,000 persons nationwide and are a publicly traded corporation.

9 28. Defendants employed Plaintiff Jemuel Andres as a courier from July 1, 2009 to  
 10 December 24, 2012 in the Los Angeles County area.

11 29. Defendants employed Plaintiff Mark Takahashi as a courier from March 2007  
 12 to September 2012 in the Los Angeles County area.

13 30. Defendants continue to employ couriers in various locations throughout  
 14 California.

15 31. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
 16 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
 17 and advisors knowledgeable about California labor and wage law, employment and personnel  
 18 practices, and about the requirements of California law.

19 32. Plaintiffs are informed and believe, and thereon allege, that aggrieved  
 20 employees were not paid for all hours worked, because all hours worked were not recorded.

21 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
 22 should have known that Plaintiffs and class members were entitled to receive certain wages  
 23 for overtime compensation and that they were not receiving certain wages for overtime  
 24 compensation.

25 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
 26 should have known that Plaintiffs and class members were entitled to receive at least  
 27 minimum wages for compensation and that, in violation of the California Labor Code, they  
 28 were not receiving at least minimum wages for work done off-the-clock.



1           35.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
2     should have known that Plaintiffs and class members were entitled to receive all meal periods  
3     or payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular  
4     rate of pay when they did not receive a timely uninterrupted meal period, and that they did not  
5     receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs' and  
6     aggrieved employees' regular rate of pay when they did not receive a timely uninterrupted  
7     meal period.

8           36.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
9     should have known that Plaintiffs and class members were entitled to receive all rest periods  
10    or payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular  
11    rate of pay when a rest period was missed, and that they did not receive all rest periods or  
12    payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular rate  
13    of pay when a rest period was missed.

14          37.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
15    should have known that they were not permitted to deduct wages from Plaintiffs and class  
16    members without authorization but did so.

17          38.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
18    should have known that they were not permitted to compel or coerce Plaintiffs and class  
19    members to patronize their business in the purchase of any thing of value but did in fact  
20    require Plaintiffs and class members to purchase various things, including company vehicle  
21    leases.

22          39.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
23    should have known that Plaintiffs and class members were entitled to receive complete and  
24    accurate wage statements in accordance with California law. In violation of the California  
25    Labor Code, Plaintiffs and class members were not provided complete and accurate wage  
26    statements.

27          40.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
28    should have known that Plaintiffs and class members were entitled to timely payment of

1 wages during their employment. In violation of the California Labor Code, Plaintiffs and  
 2 class members did not receive payment of all wages, including, overtime wages, minimum  
 3 wages, and meal and rest period premium wages, within permissible time periods.

4 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
 5 should have known that Plaintiffs and class members were entitled to receive all wages upon  
 6 termination, including, minimum wages, overtime wages, and meal and rest period premium  
 7 wages.

8 42. At all times herein set forth, PAGA was applicable to Plaintiffs' employment  
 9 by Defendants.

10 43. At all times herein set forth, PAGA provides that any provision of law under  
 11 the California Labor Code that provides for a civil penalty to be assessed and collected by the  
 12 LWDA for violations of the California Labor Code may, as an alternative, be recovered  
 13 through a civil action brought by an aggrieved employee on behalf of himself and other  
 14 current or former employees pursuant to procedures outlined in California Labor Code section  
 15 2699.3.

16 44. Pursuant to PAGA, a civil action under PAGA may be brought by an  
 17 "aggrieved employee," who is any person that was employed by the alleged violator and  
 18 against whom one or more of the alleged violations was committed.

19 45. Plaintiffs were employed by Defendants and the alleged violations were  
 20 committed against them during their time of employment and they are, therefore, aggrieved  
 21 employees. Plaintiffs and other employees are "aggrieved employees" as defined by  
 22 California Labor Code section 2699(c) in that they are all current or former employees of  
 23 Defendants, and one or more of the alleged violations were committed against them.

24 46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
 25 employee, including, may pursue a civil action arising under PAGA after the following  
 26 requirements have been met:

- 27 (a) The aggrieved employee shall give written notice by certified mail  
 28 (hereinafter "Employee's Notice") to the LWDA and the employer of

1 the specific provisions of the California Labor Code alleged to have  
 2 been violated, including the facts and theories to support the alleged  
 3 violations.

4 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the  
 5 employer and the aggrieved employee by certified mail that it does not  
 6 intend to investigate the alleged violation within thirty (30) calendar  
 7 days of the postmark date of the Employee's Notice. Upon receipt of  
 8 the LWDA Notice, or if the LWDA Notice is not provided within thirty-  
 9 three (33) calendar days of the postmark date of the Employee's Notice,  
 10 the aggrieved employee may commence a civil action pursuant to  
 11 California Labor Code section 2699 to recover civil penalties in addition  
 12 to any other penalties to which the employee may be entitled.

13 47. On April 23, 2013 and May 1, 2013 Plaintiffs provided written notice by  
 14 certified mail to the LWDA and to employer Defendants of the specific provisions of the  
 15 California Labor Code alleged to have been violated, including the facts and theories to  
 16 support the alleged violations, pursuant to California Labor Code section 2699.3.

17 48. As of the date this complaint was filed, over 33 days have passed since  
 18 Plaintiffs sent their notices to the LWDA and the LWDA has not stated that it intends to  
 19 investigate Plaintiffs' claims. Thus, Plaintiffs have satisfied the administrative prerequisites  
 20 under California Labor Code section 2699.3(a) to recover civil penalties and unpaid wages  
 21 against Defendants, in addition to other remedies, for violations of California Labor Code  
 22 sections 201, 202, 203, 204, 210, 221, 224, 226(a), 226.7, 450, 510, 512(a), 1194, 1197,  
 23 1197.1, and 1198.

## 24 **FIRST CAUSE OF ACTION**

### 25 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

#### 26 **(Against All Defendants)**

27 49. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 28 and every allegation set forth above.

1           50. California Labor Code section 1198 makes it illegal to employ an employee  
2 under conditions of labor that are prohibited by the applicable wage order. California Labor  
3 Code section 1198 requires that "... the standard conditions of labor fixed by the commission  
4 shall be the ... standard conditions of labor for employees. The employment of any employee  
5 ... under conditions of labor prohibited by the order is unlawful."

6           51. California Labor Code section 1198 and the applicable Industrial Welfare  
7 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
8 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
9 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
10 basis.

11           52. Specifically, the applicable IWC Wage Order provides that Defendants are and  
12 were required to pay Plaintiffs and class members by Defendants, and working more than  
13 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-  
14 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)  
15 hours in a workweek.

16           53. The applicable IWC Wage Order further provides that Defendants are and were  
17 required to pay Plaintiffs and class members by Defendants, and working more than twelve  
18 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

19           54. California Labor Code section 510 codifies the right to overtime compensation  
20 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
21 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
22 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
23 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
24 of work.

25           55. During the relevant time period, Plaintiffs and class members worked in excess  
26 of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty  
27 (40) hours in a week. Plaintiffs and class members worked off-the-clock before scheduled  
28 shifts, during meal periods, and after scheduled shifts as a result of Defendants' scheduling

1 practices and policies and because Defendants discouraged the payment of any overtime  
2 hours. For example, Defendants would schedule deliveries for Plaintiffs and class members'  
3 entire working shift such that there was insufficient or no time to take compliant meal periods.  
4 Instead, Plaintiffs and class members would have to work through all or part of their meal  
5 periods. Plaintiffs and class members would be disciplined if they were late to scheduled  
6 pick-up or deliveries. At the same time, in an effort to avoid paying meal period premiums,  
7 Defendants also required Plaintiffs and class members to confirm or verify having taken a  
8 compliant meal period when they had not. This requirement was, upon information and  
9 belief, a condition of their continued employment or payment of wages. Thus, Defendants did  
10 not pay Plaintiffs and class members for the time they worked through their meal periods.  
11 Plaintiffs and class members would also have to do work before their scheduled work shift  
12 began to prepare routes, prepare specimens, and prepare coolers, etc. Plaintiffs and class  
13 members would also work off-the-clock after their scheduled shifts ended to finish routes that  
14 were not able to be done during scheduled work hours due to traffic or other delays.  
15 Defendants discouraged the payment of overtime hours and required Plaintiffs and class  
16 members to omit and/or erase this time from their records and paychecks. Because Plaintiffs  
17 and class members worked shifts of approximately forty (40) hours per week, some of this  
18 off-the-clock work qualified for overtime payment. Plaintiffs and class members were also  
19 denied double-time when they worked more than twelve (12) hours in a shift.

20 56. Defendants' failing to pay Plaintiffs and class members the unpaid balance of  
21 overtime compensation, as required by California law, violates the provisions of California  
22 Labor Code sections 510 and 1198, and is therefore unlawful.

23 57. Pursuant to California Labor Code section 1194, Plaintiffs and class members  
24 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and  
25 attorneys' fees.  
26  
27  
28

1 **SECOND CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 1194, 1197, 1197.1—Unpaid Minimum Wages**  
 3 **(Against All Defendants)**

4 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 5 and every allegation set forth above.

6 59. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1  
 7 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is  
 8 the minimum wage to be paid to employees, and the payment of a lesser wage than the  
 9 minimum so fixed is unlawful.

10 60. As described above, Plaintiffs and class members worked off-the-clock as a  
 11 result of Defendants' scheduling and discouragement of the payment of overtime. To the  
 12 extent the off-the-clock hours did not qualify for overtime payment, Plaintiffs and class  
 13 members were not paid even minimum wages for this time. Also, Plaintiffs and class  
 14 members were not paid even minimum wage for all of the hours they worked as a result of  
 15 this off-the-clock. Accordingly, Defendants regularly failed to pay at least minimum wages to  
 16 Plaintiffs and class members for all of the hours they worked in violation of California Labor  
 17 Code sections 1194, 1197 and 1197.1.

18 61. Defendants' failure to pay Plaintiffs and class members the minimum wage as  
 19 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those  
 20 sections, Plaintiffs and class members are entitled to recover the unpaid balance of their  
 21 minimum wage compensation, as well as interest, costs, and attorney's fees.

22 62. Pursuant to California Labor Code section 1194.2, Plaintiffs and class members  
 23 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid  
 24 and interest thereon.



1 **THIRD CAUSE OF ACTION**

2 **Violations of California Labor Code, §§ 226.7 and 512(a)–Failure to Provide Meal**

3 **Periods**

4 **(Against All Defendants)**

5 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and  
6 every allegation set forth above.

7 64. At all relevant times herein set forth, the applicable California Industrial  
8 Welfare Commission (IWC) Wage Order(s) and California Labor Code sections 226.7 and  
9 512(a) were applicable to Plaintiffs' and the other aggrieved employees' employment by  
10 Defendants and each of them.

11 65. At all relevant times herein set forth, California Labor Code section 226.7  
12 provides that no employer shall require an employee to work during any meal period  
13 mandated by an applicable order of the California Industrial Welfare Commission (IWC).

14 66. At all relevant times herein set forth, California Labor Code section 512(a)  
15 provides that an employer may not require, cause, or permit an employee to work for a period  
16 of more than five (5) hours per day without providing the employee with a meal period of not  
17 less than thirty (30) minutes, except that if the total work period per day of the employee is  
18 not more than six (6) hours, the meal period may be waived by mutual consent of both the  
19 employer and the employee.

20 67. During the relevant time period, Plaintiffs and class members scheduled to  
21 work for a period of time no longer than six (6) hours, and who did not waive their legally  
22 mandated meal periods by mutual consent, were required to work for periods longer than five  
23 (5) hours without a meal period of not less than thirty (30) minutes.

24 68. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage  
25 Order(s) and California Labor Code section 226.7(b), Plaintiffs and class members are entitled  
26 to recover from Defendants one (1) additional hour of pay at the employee's regular hourly  
27 rate of compensation for each work day that the meal period was not provided.

28 69. During the relevant time period, Defendants willfully required Plaintiffs and

1 class members to work during meal periods and failed to compensate Plaintiffs and class  
 2 members for missed meal periods. For example, as stated above Defendants did not take  
 3 efforts to provide meal periods to Plaintiffs and class members but instead scheduled  
 4 deliveries in such a way as to not relieve Plaintiffs and class members of all work such that  
 5 they could take compliant breaks. Plaintiffs and class members were required to instead work  
 6 through their meal periods, take late meal periods, or take shortened or interrupted meal  
 7 periods. In an effort to avoid paying meal period premiums, Defendants also required  
 8 Plaintiffs and class members to confirm or verify having taken a compliant meal period. This  
 9 requirement was, upon information and belief, a condition of continued employment or  
 10 payment of wages. As a result, when meal periods were missed, Defendants failed to pay  
 11 Plaintiffs and class members the full meal period premiums due in violation of the applicable  
 12 Industrial Welfare Commission (IWC) Wage Order(s), and California Labor Code sections  
 13 226.7 and 512(a).

14 70. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage  
 15 Order(s) and California Labor Code section 226.7(b), Plaintiffs and class members are entitled  
 16 to recover from Defendants one (1) additional hour of pay at the employee's regular hourly  
 17 rate of compensation for each work day that the meal period was not provided.

#### 18 **FOURTH CAUSE OF ACTION**

##### 19 **Violation of California Labor Code § 226.7—Failure to Provide Rest Periods** 20 **(Against All Defendants)**

21 71. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
 22 and every allegation set forth above.

23 72. At all relevant times herein set forth, the applicable IWC Wage Order and  
 24 California Labor Code section 226.7 were applicable to Plaintiffs' and aggrieved employees'  
 25 employment by Defendants.

26 73. At all relevant times, California Labor Code section 226.7 provides that no  
 27 employer shall require an employee to work during any rest period mandated by an applicable  
 28 order of the California IWC.

74. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

75. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not provided.

76. During the relevant time period, Defendants required Plaintiffs and class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. As with meal periods, Defendants did not take efforts to provide Plaintiffs and class members with compliant rest breaks but instead scheduled deliveries such that Plaintiffs and class members could not take all compliant rest breaks. Defendants also had no policy and/or practice to pay a premium when rest periods were missed and thus failed to pay Plaintiffs and class members the full rest period premium due in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Order.

77. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not provided.

### FIFTH CAUSE OF ACTION

**Violation of California Labor Code § 226(a)—Non-Compliant Wage Statements  
(Against All Defendants)**

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

1           79. At all material times set forth herein, California Labor Code section 226(a)  
 2 provides that every employer shall furnish each of his or her employees an accurate itemized  
 3 wage statement in writing, including, but not limited to, the name and address of the legal  
 4 entity that is the employer, total hours worked, and all applicable hourly rates.

5           80. Defendants have intentionally and willfully failed to provide employees with  
 6 complete and accurate wage statements. The deficiencies include, among other things, the  
 7 failure to state all hours worked as a result of not recording or paying for hours worked off-  
 8 the-clock.

9           81. As a result of Defendants' violation of California Labor Code section 226(a),  
 10 Plaintiffs and class members have suffered injury and damage to their statutorily protected  
 11 rights.

12           82. Specifically, Plaintiffs and class members have been injured by Defendants'  
 13 intentional violation of California Labor Code section 226(a) because they were denied both  
 14 their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
 15 statements under California Labor Code section 226(a). In addition, because Defendants  
 16 failed to provide the accurate number of total hours worked on wage statements, Plaintiffs  
 17 have been prevented by Defendants from determining if all hours worked were paid and the  
 18 extent of the underpayment. Plaintiffs have had to file this lawsuit, conduct discovery,  
 19 reconstruct time records, and perform computations in order to analyze whether in fact  
 20 Plaintiffs were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to  
 21 incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and  
 22 incur these costs had Defendants provided the accurate number of total hours worked. This  
 23 has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from  
 24 Defendants.

25           83. Plaintiffs and class members are entitled to recover from Defendants the greater  
 26 of their actual damages caused by Defendants' failure to comply with California Labor Code  
 27 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per  
 28 employee.

1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 201 and 202--Wages Not Timely Paid Upon**

3 **Termination**

4 **(Against All Defendants)**

5 84. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
6 and every allegation set forth above.

7 85. At all times herein set forth, California Labor Code sections 201 and 202  
8 provide that if an employer discharges an employee, the wages earned and unpaid at the time  
9 of discharge are due and payable immediately, and that if an employee voluntarily leaves his  
10 or her employment, his or her wages shall become due and payable not later than seventy-two  
11 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of  
12 his or her intention to quit, in which case the employee is entitled to his or her wages at the  
13 time of quitting.

14 86. During the relevant time period, Defendants willfully failed to pay aggrieved  
15 employees who are no longer employed by Defendants the earned and unpaid wages set forth  
16 above, including but not limited to, overtime wages, minimum wages, and meal and rest  
17 period premium wages, either at the time of discharge, or within seventy-two (72) hours of  
18 their leaving Defendants' employ.

19 87. Defendants' failure to pay Plaintiffs and those aggrieved employees who are no  
20 longer employed by Defendants their wages earned and unpaid at the time of discharge, or  
21 within seventy-two (72) hours of their leaving Defendants' employ, is in violation of  
22 California Labor Code sections 201 and 202.

23 88. California Labor Code section 203 provides that if an employer willfully fails  
24 to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
25 shall continue as a penalty from the due date, and at the same rate until paid or until an action  
26 is commenced; but the wages shall not continue for more than thirty (30) days.

27 89. Plaintiffs and class members are entitled to recover from Defendants the  
28 statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up

1 to a thirty (30) day maximum pursuant to California Labor Code section 203.

2 **SEVENTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 2698, *et seq.***

4 **(Against all Defendants)**

5 90. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
6 and every allegation set forth above.

7 91. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiffs to recover  
8 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code  
9 section 2699.5.

10 92. PAGA provides as follows, "[n]otwithstanding any other provision of law, a  
11 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising  
12 under this part at any time within 60 days of the time periods specified in this part."

13 93. Defendants' conduct, as alleged herein, violates numerous sections of the  
14 California Labor Code including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198 for Defendants' failure  
16 to pay overtime wages to Plaintiffs and other aggrieved employees, as  
17 set forth herein;
- 18 (b) Violation of Labor Code sections 1194, 1197, and 1197.1 for  
19 Defendants' failure to compensate Plaintiffs and other aggrieved  
20 employees for all hours worked with at least minimum wages, as set  
21 forth herein;
- 22 (c) Violation of Labor Code sections 226.7 and 512(a) for Defendants'  
23 failure to provide Plaintiffs and other aggrieved employees with meal  
24 and rest periods or compensation in lieu thereof, as set forth herein;
- 25 (d) Violation of Labor Code section 226(a) for failure to provide accurate  
26 wage statements to Plaintiffs and other aggrieved employees as set forth  
27 herein;



- 1 (e) Violation of Labor Code sections 201, 202, and 203 for failing timely to  
 2 pay all earned wages to Plaintiffs and other aggrieved employees upon  
 3 discharge, as set forth herein;
- 4 (f) Violation of Labor Code section 204 for failing to pay all earned wages  
 5 owed to Plaintiffs and other aggrieved employees during employment as  
 6 set forth more fully below;
- 7 (g) Violation of Labor Code sections 221 and 224 for unlawfully deducting  
 8 wages previously paid to Plaintiffs and other aggrieved employees as set  
 9 forth more fully below; and
- 10 (h) Violation of Labor Code section 450 for compelling and/or coercing  
 11 Plaintiffs and other aggrieved employees to patronize Defendants'  
 12 business as set forth more fully below.

13 94. California Labor Code section 1198 makes it illegal to employ an employee  
 14 under conditions of labor that are prohibited by the applicable wage order. California Labor  
 15 Code section 1198 requires that "... the standard conditions of labor fixed by the commission  
 16 shall be the ... standard conditions of labor for employees. The employment of any employee  
 17 ... under conditions of labor prohibited by the order is unlawful." In violating the above  
 18 cited sections, Defendants have also violated the applicable wage order and thus Labor Code  
 19 section 1198.

20 95. California Labor Code section 204 requires that all wages earned by any person  
 21 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other  
 22 than those wages due upon termination of an employee, are due and payable between the 16th  
 23 and the 26th day of the month during which the labor was performed, and that all wages  
 24 earned by any person in any employment between the 16th and the last day, inclusive, of any  
 25 calendar month, other than those wages due upon termination of an employee, are due and  
 26 payable between the 1st and the 10th day of the following month. California Labor Code  
 27 section 204 also requires that all wages earned for labor in excess of the normal work period  
 28 shall be paid no later than the payday for the next regular payroll period. During the relevant

1 time period, Defendants failed to pay Plaintiffs and other aggrieved employees all wages due  
 2 to them, including, but not limited to, overtime wages, minimum wages, and meal and rest  
 3 period premium wages, within any time period specified by California Labor Code section  
 4 204.

5 96. California Labor Code sections 221 and 224 provide that it is unlawful for any  
 6 employer to collect or receive from an employee any part of wages theretofore paid by said  
 7 employer to said employee without express written consent. During the relevant time period,  
 8 Defendants collected a portion of wages previously paid to Plaintiffs and other aggrieved  
 9 employees. For example, Defendants deducted wages for the value of gift cards distributed to  
 10 Plaintiffs and other aggrieved employees as part of a company incentive program without  
 11 obtaining proper authorization from Plaintiffs and class members. Defendants' conduct as  
 12 alleged herein violates California Labor Code sections 221 and 224.

13 97. At all relevant times herein set forth, California Labor Code section 450  
 14 provides that an employer may not "compel or coerce any employee, or applicant for  
 15 employment, to patronize his or her employer, or any other person, in the purchase of any  
 16 thing of value." However, Defendants did compel and/or coerce Plaintiffs and other  
 17 aggrieved employees to purchase various items including, but not limited to, lease payments  
 18 for vehicles owned by Defendants, in violation of California Labor Code section 450.

19 98. California Labor Code section 210 provides: "In addition to, and entirely  
 20 independent and apart from, any other penalty provided in this article, every person who fails  
 21 to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,  
 22 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial  
 23 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each  
 24 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
 25 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

26 99. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
 27 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
 28 provision regulating hours and days of work in any order of the Industrial Welfare



1 enforce important rights affecting the public interest within the meaning of Code of Civil  
2 Procedure section 1021.5.

3 105. Defendants' activities, as alleged herein, are violations of California law, and  
4 constitute unlawful business acts and practices in violation of California Business &  
5 Professions Code sections 17200, *et seq.*

6 106. A violation of California Business & Professions Code sections 17200, *et seq.*  
7 may be predicated on the violation of any state or federal law. In the instant case, Defendants'  
8 policies and practices have violated state law in at least the following respects:

- 9 (a) Requiring non-exempt employees, including Plaintiffs and class  
10 members, to work overtime without paying them proper compensation  
11 in violation of California Labor Code sections 510 and 1198 and the  
12 applicable Industrial Welfare Commission Order;
- 13 (b) Failing to pay at least minimum wage to Plaintiffs and class members in  
14 violation of California Labor Code sections 1194, 1197 and 1197.1 and  
15 the applicable Industrial Welfare Commission Order;
- 16 (c) Failing to provide meal and rest periods or to pay premium wages for  
17 missed meal and rest periods to Plaintiffs and class members in  
18 violation of California Labor Code sections 226.7 and 512 and the  
19 applicable Industrial Welfare Commission Order;
- 20 (d) Failing to provide Plaintiffs and class members with accurate wage  
21 statements in violation of California Labor Code section 226(a) and the  
22 applicable Industrial Welfare Commission Order;
- 23 (e) Deducting wages already paid to Plaintiffs and class members without  
24 proper authorization in violation of California Labor Code sections 221  
25 and 224 and the applicable Industrial Welfare Commission Order;
- 26 (f) Compelling and/or coercing Plaintiffs and class members to patronize  
27 Defendants' business in violation of California Labor Code section 450;  
28 and

(g) Failing to timely pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204 and the applicable Industrial Welfare Commission Order.

107. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiffs and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

#### REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

#### PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000).

#### Class Certification

2. That this case be certified as a class action;
3. That Plaintiffs be appointed as representatives of the Class and Subclass;
4. That counsel for Plaintiffs be appointed as Class Counsel.

#### As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

1           8.     For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
2 California Labor Code section 1194(a); and

3           9.     For such other and further relief as the Court may deem equitable and  
4 appropriate.

5                                   **As to the Second Cause of Action**

6           10.    That the Court declare, adjudge and decree that Defendants violated California  
7 Labor Code sections 1194, 1197 and 1197.1 by willfully failing to pay minimum wages to  
8 Plaintiffs and class members;

9           11.    For general unpaid wages and such general and special damages as may be  
10 appropriate;

11          12.    For pre-judgment interest on any unpaid compensation from the date such  
12 amounts were due;

13          13.    For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
14 California Labor Code section 1194(a);

15          14.    For liquidated damages pursuant to California Labor Code section 1194.2; and

16          15.    For such other and further relief as the Court may deem equitable and  
17 appropriate.

18                                   **As to the Third Cause of Action**

19          16.    That the Court declare, adjudge, and decree that Defendants violated California  
20 Labor Code sections 226.7 and 512(a) and applicable Industrial Welfare Commission (IWC)  
21 Wage Order(s) by willfully failing to provide all meal periods to Plaintiffs and class members;

22          17.    That the Court make an award to the Plaintiffs and class members of one (1)  
23 hour of pay at each employee's regular rate of compensation for each workday that a meal  
24 period was not provided;

25          18.    For all actual, consequential, and incidental losses and damages, according to  
26 proof;

27          19.    For premiums pursuant to California Labor Code section 226.7(b);

28          20.    For pre-judgment interest on any unpaid meal period premiums from the date



1 such amounts were due; and

2 21. For such other and further relief as the Court may deem equitable and  
3 appropriate.

4 **As to the Fourth Cause of Action**

5 22. That the Court declare, adjudge and decree that Defendants violated California  
6 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
7 rest periods to Plaintiffs and class members;

8 23. That the Court make an award to the Plaintiffs and class members of one (1)  
9 hour of pay at each employee's regular rate of compensation for each workday that a rest  
10 period was not provided;

11 24. For all actual, consequential, and incidental losses and damages, according to  
12 proof;

13 25. For premiums pursuant to California Labor Code section 226.7(b);

14 26. For pre-judgment interest on any unpaid rest period premiums from the date  
15 such amounts were due; and

16 27. For such other and further relief as the Court may deem equitable and  
17 appropriate.

18 **As to the Fifth Cause of Action**

19 28. That the Court declare, adjudge and decree that Defendants violated the  
20 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage  
21 Orders as to Plaintiffs and class members, and willfully failed to provide accurate itemized  
22 wage statements thereto;

23 29. For all actual, consequential and incidental losses and damages, according to  
24 proof;

25 30. For injunctive relief and statutory penalties pursuant to California Labor Code  
26 sections 226(h) and 226(e); and

27 31. For such other and further relief as the Court may deem equitable and  
28 appropriate.

**As to the Sixth Cause of Action**

32. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay all overtime wages, minimum wages, and meal and rest period premium wages owed at the time of termination of the employment of Plaintiffs and other class members no longer employed by Defendants.

33. For all actual, consequential and incidental losses and damages, according to proof;

34. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and all other class members who have left Defendants' employ;

35. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

36. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Seventh Cause of Action**

37. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiffs and class members: 510 and 1198 (by failing to pay all overtime wages); 1194, 1197, and 1197.1 (by failing to pay at least minimum wages for all hours worked); 226.7 and 512(a) (by failing to provide meal or rest periods or compensation in lieu thereof); 226(a) (by failing to provide accurate wage statements); 201, 202, 203 (by failing to timely pay all unpaid wages upon termination); 204 (by failing to timely pay all earned wages during employment); 221 and 224 (for improperly deduction wages already paid to Plaintiffs and class members without authorization) and 450 (for compelling and/or coercing Plaintiffs and class members to purchase things of value).

38. For civil penalties for conduct occurring any time between one year prior to the filing of this complaint and judgment, and unpaid wages for conduct occurring any time between three years prior to the filing of this complaint and judgment, pursuant to California Labor Code sections 2699(a) and/or 2699(f) and (g) and 558, plus costs and attorneys' fees, for violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 224, 226(a),

226.7, 450, 510, 512(a), 1194, 1197, 1197.1, and 1198; and

39. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Eighth Cause of Action**

40. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to pay overtime compensation due, failing to pay at least minimum wages for all hours worked, failing to provide meal and rest periods or premium wages in lieu thereof, failing to pay unused, coercing and/or compelling Plaintiff and class members to purchase things of value, failing to provide accurate wage statements, failing timely to pay all earned wages during employment and upon termination, and making unauthorized deductions to wages;

41. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

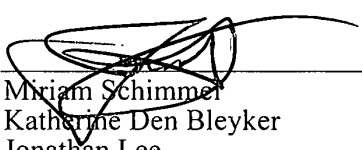
44. For such other and further relief as the Court may deem equitable and appropriate.

Dated: June 6, 2013

Respectfully submitted,

Capstone Law APC

By:

  
Miriam Schimmer  
Katherine Den Bleyker  
Jonathan Lee

Attorneys for Plaintiffs Jamuel Andres and  
Mark Takahashi

CM-010

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):  
 Miriam L. Schimmel (SBN 185089), Katherine Den Bleyker (SBN 257187)  
 Jonathan S. Lee (SBN 267146)  
 Capstone Law APC  
 1840 Century Park East, Suite 450, Los Angeles, California 90067  
 TELEPHONE NO.: (310) 556-4811 FAX NO.: (310) 943-0396  
 ATTORNEY FOR (Name): Plaintiffs Jemuel Andres and Mark Takahashi  
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 STREET ADDRESS: 111 North Hill Street  
 MAILING ADDRESS: 111 North Hill Street  
 CITY AND ZIP CODE: Los Angeles, California 90012  
 BRANCH NAME: Central District

FOR COURT USE ONLY

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LOS ANGELES

JUN 06 2013

John A. Clarke, Executive Officer/Clerk

BY Cristina Grijalva Deputy  
Cristina Grijalva

CASE NAME:

Andres, et al. v. Laboratory Corporation of America, et al.

BC511308

## CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000)  
☐ **Limited** (Amount demanded is \$25,000 or less)

## Complex Case Designation

☐ **Counter** ☐ **Joinder**  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

## Auto Tort

☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

☐ Wrongful termination (36)  
☒ Other employment (15)

## Contract

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

## Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Eight (8)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 6, 2013

Jonathan S. Lee

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

ORIGINAL

SHORT TITLE:

Andres, et al. v. Laboratory Corporation of America, et al.

CASE NUMBER

BC511308

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10-15 ☐ HOURS/ ☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.



SHORT TITLE: <b>Andres, et al. v. Laboratory Corporation of America, et al.</b>	CASE NUMBER
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Non-Personal Injury/Property Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	① 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: <b>Andres, et al. v. Laboratory Corporation of America, et al.</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B.</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Andres, et al. v. Laboratory Corporation of America, et al.	CASE NUMBER
---	-------------

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 1400 S Grand Avenue Los Angeles, California 90015
CITY: Los Angeles	STATE: CA	ZIP CODE: 90015	

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: June 6, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/06/2013

# EXHIBIT D

COPY

1 GREENBERG TRAURIG, LLP  
2 MARK D. KEMPLE (SBN 145219)  
3 BRYAN J. LAZARSKI (SBN 248349)  
4 ASHLEY M. FARRELL (SBN 271825)  
5 1840 Century Park East, Suite 1900  
6 Los Angeles, California 90067  
7 Telephone: (310) 586-7700  
8 Facsimile: (310) 586-7800  
9 Email: kemplem@gtlaw.com  
10 Email: lazarskib@gtlaw.com  
11 Email: farrella@gtlaw.com

12 Attorneys for Defendants  
13 LABORATORY CORPORATION OF AMERICA dba  
14 LABCORP; LABORATORY CORPORATION OF AMERICA  
15 HOLDINGS

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SOLANO**

CHRISTINE BOHLANDER, individually  
as an aggrieved employee and on behalf of  
others similarly situated,

Plaintiff,

vs.

LABORATORY CORPORATION OF  
AMERICA, a Delaware corporation doing  
business as LABCORP; LABORATORY  
CORPORATION OF AMERICA  
HOLDINGS, a Delaware corporation doing  
business as LABCORP; CYNTHIA  
NELSON, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO. FCS 041 765

**NOTICE OF ENTRY OF ORDER  
GRANTING REQUEST FOR DISMISSAL  
OF ACTION WITHOUT PREJUDICE**

Date Action Filed: May 30, 2013

ENDORSED FILED  
SOLANO SUPERIOR COURT

13 AUG 27 PM 1:34

G. Ureta

BY \_\_\_\_\_  
DEPUTY CLERK

ENTRY OF ORDER OF DISMISSAL

LA 131049401v1

**FAXED**

Removal Exhibit D-090

1 TO THIS COURT AND TO PLAINTIFF AND HER ATTORNEYS OF RECORD:

2 Attached hereto as Exhibit "A" is a true and correct copy of the *ORDER GRANTING REQUEST*  
3 *FOR DISMISSAL OF ACTION WITHOUT PREJUDICE*, signed by Hon. Harry S. Kinnicutt on August  
4 15, 2013 and filed on August 16, 2013.

5  
6  
7 DATED: August 27, 2013

GREENBERG TRAURIG, LLP

8  
9 By

  
Mark D. Kemple

10 Attorneys for Defendant, LABORATORY  
11 CORPORATION OF AMERICA dba LABCORP;  
12 LABORATORY CORPORATION OF AMERICA  
13 HOLDINGS  
14  
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27

ENTRY OF ORDER OF DISMISSAL

LA 131049401v1



# Exhibit A

**FILED**  
Clerk of the Superior Court

AUG 16 2013

By   
DEPUTY CLERK

1 Miriam L. Schimmel (SBN 185089)  
Miriam.Schimmel@capstonelawyers.com  
2 Katherine Den Bleyker (SBN 257187)  
Katherine.DenBleyker@capstonelawyers.com  
3 Jonathan S. Lee (SBN 267146)  
Jonathan.Lee@capstonelawyers.com  
4 Capstone Law APC  
1840 Century Park East, Suite 450  
5 Los Angeles, California 90067  
Telephone: (310) 556-4811  
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Christine Bohlander

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SOLANO  
11

12 CHRISTINE BOHLANDER,  
individually as an aggrieved employee  
13 and on behalf of other aggrieved  
employees,

14 Plaintiff,

15 vs.

16 LABORATORY CORPORATION OF  
17 AMERICA, a Delaware corporation  
doing business as LABCORP;  
18 LABORATORY CORPORATION OF  
AMERICA HOLDINGS, a Delaware  
19 corporation doing business as  
LABCORP; CYNTHIA NELSON, an  
20 individual; and DOES 1 through 100,  
inclusive,

21 Defendants.  
22  
23  
24  
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28

Case No.: FCS041765

CLASS ACTION AND ENFORCEMENT  
UNDER THE PRIVATE ATTORNEYS  
GENERAL ACT, CALIFORNIA LABOR  
CODE §§ 2698 ET SEQ.

ASSIGNED FOR ALL PURPOSES TO:  
Judge: Harry S. Kinnicutt  
Dept.: 3

**ORDER GRANTING  
REQUEST FOR DISMISSAL OF  
ACTION WITHOUT PREJUDICE**

[California Rule of Court 3.770]

BY FAX

ORDER

**ORDER**

The Court has read and considered Plaintiff Christine Bohlander's ("Plaintiff") Request for Dismissal of Action Without Prejudice ("Request"), and any objections filed thereto. Having read and considered Plaintiff's Request and having considered the arguments of the parties, the Request is **HEREBY GRANTED**.

IT IS FURTHER ORDERED, pursuant to California Rule of Court 3.770(c), that Plaintiff is not required to issue notice to class members because they will not be prejudiced by this dismissal.

**IT IS SO ORDERED.**

Dated: AUG 15 2013



Hon. Harry S. Kinnicutt  
Solano County Superior Court Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, )  
3 COUNTY OF LOS ANGELES )

4 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not  
5 a party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
California 90067.

6 On **August 27, 2013**, I served the *NOTICE OF ENTRY OF ORDER GRANTING REQUEST*  
7 *FOR DISMISSAL OF ACTION WITHOUT PREJUDICE* on the interested parties in this action by  
placing the true copy thereof, enclosed in a sealed envelope, postage prepaid, addressed as follows:

8 Miriam L. Schimmel, Esq.  
9 Katherine Den Bleyker, Esq.  
Jonathan S. Lee, Esq.  
10 CAPSTONE LAW APC  
1840 Century Park East, Suite 450  
Los Angeles, CA 90067

11 Attorneys for Plaintiff, Christine Bohlander

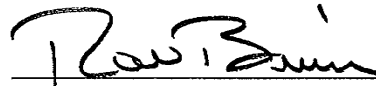
12 ☒ (BY MAIL)

13 I am readily familiar with the business practice of my place of employment in respect to the  
14 collection and processing of correspondence, pleadings and notices for mailing with United  
States Postal Service. The foregoing sealed envelope was placed for collection and mailing  
15 this date consistent with the ordinary business practice of my place of employment, so that it  
will be picked up this date with postage thereon fully prepaid at Los Angeles, California, in the  
ordinary course of such business.

16 ☒ (STATE)

17 I declare under penalty of perjury under the laws of the State of California  
that the foregoing is true and correct.

18 Executed on **August 27, 2013**, at Los Angeles, California.

19  
20   
21

22 Rob Briner  
23  
24  
25  
26  
27  
28

# EXHIBIT E

1 Robert Friedl (SBN 134947)  
 Robert.Friedl@capstonelawyers.com  
 2 Katherine Kehr (SBN 226559)  
 Katherine.Kehr@capstonelawyers.com  
 3 Jonathan Lee (SBN 267146)  
 Jonathan.Lee@capstonelawyers.com  
 4 Capstone Law APC  
 1840 Century Park East, Suite 450  
 5 Los Angeles, California 90067  
 Telephone: (310) 556-4811  
 6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Jemuel Andres and Mark Takahashi

8  
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11  
 12 JEMUEL ANDRES, MARK TAKAHASHI,  
 individually as aggrieved employees and on  
 13 behalf of others similarly situated,

14 Plaintiffs,

15 vs.

16 LABORATORY CORPORATION OF  
 AMERICA, a Delaware corporation doing  
 17 business as LABCORP; LABORATORY  
 CORPORATION OF AMERICA  
 18 HOLDINGS, a Delaware corporation doing  
 business as LABCORP; ANTOINETTE  
 19 HUGGINS, an individual; and DOES 1  
 through 100, inclusive,

20 Defendants.  
 21

Case No.: BC511308

CLASS ACTION & ENFORCEMENT UNDER  
 THE PRIVATE ATTORNEYS GENERAL  
 ACT, CALIFORNIA LABOR CODE §§ 2698  
*ET SEQ.*

ASSIGNED FOR ALL PURPOSES TO:  
 Hon. Lee Smalley Edmon, Department 322

**[PROPOSED] ORDER AUTHORIZING  
 ELECTRONIC SERVICE**

22 The Court has deemed this matter to be complex litigation within the meaning of the  
 23 California Standards of Judicial Administration for Complex Litigation Section 19 and  
 24 California Rules of Court, rules 3.400 et. seq. As such, this is a case that requires specialized  
 25 management to avoid placing unnecessary burdens on the Court or the litigants, and to keep costs  
 26 reasonable.

27 Pursuant to Code of Civil Procedure §187 and California Rule of Court, Rules 2.253(a)  
 28 and 3.751, and the stipulation of the parties, the Court makes this Order to reduce the costs of

ORDER AUTHORIZING ELECTRONIC SERVICE



litigation and to facilitate case management, document retrieval, and case organization. The Court finds that entry of this Order is necessary for the just, expeditious, and efficient litigation of this Action and that compliance with the terms herein will not result in unnecessary hardship or significant prejudice to any of the parties in this matter.

When a party to this litigation wishes to serve a document, that party shall effectuate service of the document by the procedure set forth in this Order:

**I. CASE ANYWHERE LLC ("CASE ANYWHERE")**

1. In order to facilitate case management, document retrieval and case organization, the parties will utilize the services of CASE ANYWHERE and its litigation system (the "System") for providing electronic service, storage and delivery of court-filed and discovery-related documents through a secure website. Each firm of record and unrepresented litigant is required to sign up with CASE ANYWHERE and will be individually responsible for payment of applicable CASE ANYWHERE fees. The Court, at its option, may also use CASE ANYWHERE and its System for these purposes as well to communicate with counsel of record.

**II. SERVICE ONLY**

2. The System shall apply only to the service of documents, and not to their filing. Original documents must still be filed in the traditional manner (i.e., filing the signed original document with the Court), pursuant to the applicable California Rules of Civil Procedure and Local Rules of Court.

**III. SERVICE LIST & SIGN-UP**

3. Within five (5) days of this Order, counsel for Plaintiff(s) shall submit to CASE ANYWHERE a complete and current service list which will contain email addresses. Within five (5) days of this Order, all law firms of record shall provide the following information to CASE ANYWHERE: (i) firm address; (ii) firm telephone number; (iii) firm facsimile number; (iv) identity of attorney(s) of record; (v) list of other firm attorneys to be provided access (if any); (vi) list of firm professional staff to be provided access (if any); (vii) email addresses of all attorneys and professional staff to be provided access; (viii) list of parties represented; and (ix) the name and address of the individual designated to receive billing invoices. Any unrepresented

litigants shall provide similar contact information. This information shall be provided to CASE ANYWHERE by email at its support address ([support@caseanywhere.com](mailto:support@caseanywhere.com)), citing the case title in the subject line, or by fax transmission to (310) 564-7701. Each party is responsible for providing up-to-date contact information for Case Anywhere's service list. Each user is responsible for ensuring that his email account settings will allow receipt of emails from [service@caseanywhere.com](mailto:service@caseanywhere.com).

#### **IV. SERVICE OF DOCUMENTS AND WEBSITE**

4. When any party wishes to serve a document, that party shall serve the document according to all the requirements and procedures of this Order. All references to "document" in this Order shall be interpreted to include any exhibits or attachments to the document and shall include both pleadings and discovery-related documents (such as interrogatories, requests for production, deposition notices, etc.); provided, however, that each party shall determine individually whether to utilize the System to serve document productions and correspondence.

5. CASE ANYWHERE shall establish and maintain an Internet website (the "Website") for this litigation. CASE ANYWHERE will post all documents served by the parties to the Website as provided in this Order and shall serve each document on the parties included on the service list provided to CASE ANYWHERE in accordance with the procedures herein. The Website address is [www.caseanywhere.com](http://www.caseanywhere.com).

6. Each party shall serve each document via electronic transfer of the document file to CASE ANYWHERE (in Word, WordPerfect, or PDF format) through the Internet. Each party shall title each document the same as the title of the document on the caption page. Each document electronically served pursuant to this Order shall be deemed to have been served under the California Rules of Civil Procedure.

7. After CASE ANYWHERE receives a document, CASE ANYWHERE shall convert such document into PDF form (if it is not already uploaded in PDF format) and post it to the Website.

1           8.       CASE ANYWHERE shall send an email to all registered users notifying them  
2 that the document has been posted to the Website. The email shall contain a hypertext link to the  
3 document.

4           9.       Electronic service shall be complete at the time of transmission by a party to  
5 CASE ANYWHERE, provided any period of notice or any right or duty to do any act or make  
6 any response within any period or on a date certain after the service of the document, which time  
7 period or date is prescribed by statute or rule of court, shall be extended after service by  
8 electronic transmission by two court days, but the extension shall not extend the time for filing  
9 notice of intention to move for new trial, notice of intention to move to vacate judgment pursuant  
10 to Section 663a, or notice of appeal.

11           10.     In the event a document that is to be filed with the Court is rejected by the Court  
12 for filing after it has been posted on the Website by CASE ANYWHERE, the rejection was  
13 caused by an aspect of the caption of the document, and the party seeking to file the document  
14 successfully files it with the Court within two (2) business days of its rejection with revisions to  
15 the caption only, then the party filing the document shall promptly submit a notice of successful  
16 filing, including the date of the filing and the revised page(s) of the caption, to CASE  
17 ANYWHERE for posting on the Website. In all other circumstances in which a document to be  
18 filed with the Court is rejected for filing after CASE ANYWHERE has posted it on the Website,  
19 the party that caused the document to be posted shall promptly notify CASE ANYWHERE in  
20 writing that the document was rejected by the Court for filing. CASE ANYWHERE shall cause  
21 a permanent notation to be placed on the Website in conjunction with that document  
22 memorializing the fact of rejection.

23           11.     All documents posted on the System will be identified by: (a) the name of the  
24 serving law firm; (b) the caption(s) of the case(s) to which the document belongs; and (c) the title  
25 of the document set forth on its caption.

26           12.     The System shall contain an index of all served documents for the litigation that  
27 will be searchable and sortable according to methods that are useful.

28           13.     Access to the System will be limited to registered users. Registered users will

1 consist of authorized Court personnel, counsel of record and their designated staff members,  
2 parties, consultants, and experts. CASE ANYWHERE will provide each registered user with a  
3 username and password to access the System and the documents served in the litigation. CASE  
4 ANYWHERE personnel will perform all administrative functions for the System, but all initial  
5 data as well as additions, deletions or changes to the service list must be provided by the parties.  
6 Any disputes regarding initial data, additions, deletions or changes to the service list shall be  
7 submitted by CASE ANYWHERE to the Court for resolution.

8 14. Every pleading, document and instrument served electronically shall bear a  
9 facsimile or typographical signature of at least one of the attorneys of record (or, if applicable,  
10 the signature of an unrepresented litigant), along with the typed name, address, telephone number  
11 and State Bar of California number of such attorney. Typographical signatures shall be treated  
12 exactly as personal signatures for purposes of electronically served documents under the  
13 California Rules of Civil Procedure. The serving party of any document requiring multiple  
14 signatures (e.g., stipulations, joint status reports) must list thereon all the names of other  
15 signatories by means of an "s/\_\_\_\_" block for each. By submitting such a document, the serving  
16 party certifies that each of the other signatories has expressly agreed to the form and substance of  
17 the document and that the serving party has the actual authority to submit the document  
18 electronically. The serving party must maintain any records evidencing this concurrence for  
19 subsequent production to the Court if so ordered or for inspection upon request by a party.

20 15. Any document transmitted to the System shall certify in the Proof of Service that  
21 a true and correct copy was electronically served by transmission to CASE ANYWHERE.

22 16. This Order Authorizing Electronic Service, and any modifications thereto, shall  
23 also apply to any new parties that subsequently enter the action. All such parties must register  
24 with CASE ANYWHERE within five days of their first appearance in the case.

25 17. CASE ANYWHERE shall have available to registered users a telephone helpline  
26 ((800) 884-3163) and e-mail support ([support@caseanywhere.com](mailto:support@caseanywhere.com)) 365 days a year.

27 18. Counsel for Plaintiff shall serve a copy of this ORDER AUTHORIZING  
28 ELECTRONIC SERVICE on all parties.

1 **V. CONCLUSION OF SERVICE**

2 19. Unless otherwise instructed by the Court, CASE ANYWHERE shall maintain the  
3 Website and provide access to registered users until the earlier of the two events: (i) all parties  
4 have exhausted their appeals (or all appeal periods have lapsed) or, if the matter is settled as to  
5 all parties, all parties have been dismissed from the case; or (ii) the Court instructs CASE  
6 ANYWHERE to terminate the service.

7 20. Notwithstanding the above, access for individual law firms will be terminated  
8 upon the earlier of the following: (i) all parties represented by that firm have been voluntarily  
9 dismissed; (ii) the firm no longer represents any party in the litigation; or (iii) a final judgment  
10 for or against each party represented by the law firm has been issued and all appeals therefrom  
11 have been exhausted or concluded. Access for unrepresented litigants will be terminated upon  
12 the earlier of the following: (i) the party has been voluntarily dismissed; or (ii) a final judgment  
13 for or against the party has been issued and all appeals therefrom have been exhausted or  
14 concluded. Each law firm and unrepresented litigant is responsible for informing CASE  
15 ANYWHERE of the above.

16 21. Each law firm shall notify CASE ANYWHERE if access by any of its registered  
17 users shall be terminated for any reason. Upon receipt of such notification, CASE ANYWHERE  
18 will terminate access rights for the indicated individual. Access to the Website must be  
19 maintained for at least one attorney of record from each firm unless access has otherwise been  
20 terminated pursuant to the provisions above.

21  
22 **IT IS SO ORDERED.**

23  
24 Dated:

\_\_\_\_\_  
25 Hon. Lee Smalley Edmon  
26 Judge of the Superior Court  
27  
28

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067.

On November 8, 2013, I served the within document(s) described below as:

**[PROPOSED] ORDER AUTHORIZING ELECTRONIC SERVICE**

on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes addressed as follows:

Mark D. Kemple  
Bryan J. Lazarski  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121

- (X) **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.
- ( ) **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above.
- ( ) **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.
- ( ) **FACSIMILE:** I caused the above-referenced document(s) to be transmitted to the above-named person at the telephone numbers above.
- (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**EXECUTED** this document on November 8, 2013, at Los Angeles, California.

  
\_\_\_\_\_  
Sandy S. Acevedo

PROOF OF SERVICE



1 Miriam Schimmel (SBN 185089)  
Miriam.Schimmel@capstonelawyers.com  
2 Katherine Den Bleyker (SBN 257187)  
Katherine.DenBleyker@capstonelawyers.com  
3 Jonathan Lee (SBN 267146)  
Jonathan.Lee@capstonelawyers.com  
4 Capstone Law APC  
1840 Century Park East, Suite 450  
5 Los Angeles, California 90067  
Telephone: (310) 556-4811  
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiffs Jemuel Andres  
and Mark Takahashi  
8

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES

12 JEMUEL ANDRES, MARK  
13 TAKAHASHI, individually as aggrieved  
employees and on behalf of others similarly  
situated,

14 Plaintiffs,

15 vs.

16 LABORATORY CORPORATION OF  
17 AMERICA, a Delaware corporation doing  
business as LABCORP; LABORATORY  
18 CORPORATION OF AMERICA  
HOLDINGS, a Delaware corporation doing  
19 business as LABCORP; ANTOINETTE  
HUGGINS, an individual; and DOES 1  
20 through 100, inclusive,

21 Defendants.  
22  
23  
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25  
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27  
28

Case No.: BC511308

Assigned for all purposes to:  
Hon. Lee Smalley Edmon, Department 322

**NOTICE OF CONTINUED HEARING**

Date: October 29, 2013  
Time: 11:30 a.m.  
Location: Department 322

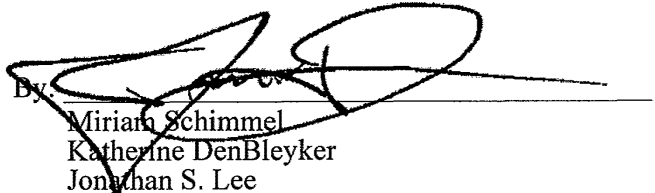
1                   **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF**  
2 **RECORD:**

3                   **PLEASE TAKE NOTICE** that the Court in the above-referenced matter has  
4 continued the Initial Status Conference previously set for September 5, 2013. The Initial  
5 Status Conference is now set for October 29, 2013 at 11:30 a.m. in Department 322 of  
6 the Superior Court of California for the County of Los Angeles, Central Civil West  
7 Courthouse, located at 600 South Commonwealth Avenue, Los Angeles, California  
8 90005.

9  
10 Dated: August 29, 2013

Respectfully submitted,

Capstone Law APC

12  
13 By   
14 Miriam Schimmel  
Katherine DenBleyker  
Jonathan S. Lee

15  
16 Attorneys for Plaintiffs Jemuel Andres and  
Mark Takahashi

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067.

On August 29, 2013, I served the within document(s) described below as:

**NOTICE OF CONTINUED HEARING**

on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes addressed as follows:

Mark D. Kemple  
Bryan J. Lazarski  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121

- ☒ **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.
- ☐ **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above.
- ☐ **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.
- ☐ **FACSIMILE:** I caused the above-referenced document(s) to be transmitted to the above-named person at the telephone numbers above.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**EXECUTED** this document on August 29, 2013, at Los Angeles, California.

  
\_\_\_\_\_  
Sandy S. Acevedo

1 Miriam L. Schimmel (SBN 185089)  
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 5 Los Angeles, California 90067  
 Telephone: (310) 556-4811  
 6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiffs Jemuel Andres,  
 Mark Takahashi, and Christine Bohlander

8 Mark D. Kemple  
 9 Bryan J. Lazarski  
 Greenberg Traurig, LLP  
 10 1840 Century Park East, Suite 1900  
 Los Angeles, CA 90067-2121

11 Attorneys for Defendants  
 12 Laboratory Corporation of America and  
 Laboratory Corporation of America Holdings

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF LOS ANGELES

16 JEMUEL ANDRES, MARK  
 TAKAHASHI, CHRISTINE  
 17 BOHLANDER, individually as aggrieved  
 employees and on behalf of others similarly  
 18 situated,

19 Plaintiffs,

20 vs.

21 LABORATORY CORPORATION OF  
 AMERICA, a Delaware corporation doing  
 22 business as LABCORP; LABORATORY  
 CORPORATION OF AMERICA  
 23 HOLDINGS, a Delaware corporation doing  
 business as LABCORP; ANTOINETTE  
 24 HUGGINS, an individual; and DOES 1  
 through 100, inclusive,

25 Defendants.  
 26  
 27  
 28

Case No.: BC511308

Assigned for all purposes to:  
 Hon. Lee Smalley Edmon, Department 322

**CLASS ACTION & ENFORCEMENT  
 UNDER THE PRIVATE ATTORNEYS  
 GENERAL ACT, CALIFORNIA LABOR  
 CODE §§ 2698 ET SEQ.**

**JOINT INITIAL STATUS CONFERENCE  
 REPORT**

Date: September 5, 2013  
 Time: 2:30 p.m.  
 Place: Department 322

Action Filed: June 6, 2013

1           Plaintiffs Jemuel Andres, Mark Takahashi, and Christine Bohlander ("Plaintiffs"),  
 2 individually, and on behalf of all other members of the general public similarly situated, and  
 3 as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), and  
 4 Defendants Laboratory Corporation Of America and Laboratory Corporation Of America  
 5 Holdings ("Defendants") (collectively, the "Parties"), pursuant to California Rule of Court  
 6 3.725 and Los Angeles County Superior Court Rule 3.25(b)(2), and this Court's Order Setting  
 7 Initial Status Conference dated July 11, 2013 ("July 11 Order"), hereby submit the following  
 8 Joint Initial Status Conference Report in advance of the September 5, 2013 Initial Status  
 9 Conference.

#### 10           **I. PARTIES AND COUNSEL**

11           The parties are represented by counsel listed on the caption.

#### 12           **II. POTENTIAL ADDITIONAL PARTIES**

13           The parties do not anticipate adding any additional parties at this time.

#### 14           **III. IMPROPERLY NAMED DEFENDANT(S)**

15           Plaintiff contends that all defendants are all properly named. Defendants believe that  
 16 the two individual defendants have not been improperly named as venue is improper for one  
 17 (Ms. Nelson, who is believed to reside in Kings County) and no claim has been stated as  
 18 against any defendant. Defendants further note that neither individual defendant has been  
 19 served. Defendants have requested that Plaintiffs dismiss the two named individuals, and  
 20 Plaintiffs have stated that they will consider this request.

#### 21           **IV. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S)**

22           Plaintiffs do not believe any of the plaintiffs are inadequate to be class representatives.  
 23 Though Defendants cannot fully assess the adequacy of the named plaintiffs until they have  
 24 been deposed, the suggested courier/service class representative plaintiffs (Mr. Andres and  
 25 Mr. Takahashi) are inadequate at least to the extent that that putative class seeks injunctive  
 26 relief, as each is a former employee who lacks standing to seek injunctive relief. Likewise,  
 27 the suggested phlebotomist class representative plaintiff (Ms. Bohlander) is an inadequate at  
 28 least to the extent that the putative class seeks waiting time penalties, as she is a current

1 employee who lacks standing to seek such relief.

## 2 **V. ESTIMATED CLASS SIZE**

3 Without conceding the certainty, propriety or ascertainability of the class as defined,  
4 Defendants estimate that there are thousands of potential class members.

## 5 **VI. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS**

### 6 **A. Plaintiff**

7 Plaintiffs are not aware of currently pending action against Defendants or any other  
8 cases which allege claims on behalf of all non-exempt couriers or phlebotomists who worked  
9 at Defendants' California locations.

### 10 **B. Defendants**

11 Defendants are aware of no pending actions making claims under the statutes  
12 referenced on the caption of Plaintiffs' First Amended Complaint.

## 13 **VII. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS** 14 **ACTION WAIVER CLAUSES**

15 Plaintiff is not aware of any arbitration or class action waiver clauses that have any  
16 bearing on this proceeding. Defendants are investigating whether any such agreement exist  
17 with the persons referenced above.

## 18 **VIII. POTENTIAL EARLY CRUCIAL MOTIONS**

### 19 **A. Plaintiff**

20 Plaintiffs do not anticipate filing any such early crucial motions.

### 21 **B. Defendants**

22 Though this action has effectively been stayed by this Court's Order, Defendants anticipate  
23 that they will prepare demurrers and a motion to strike substantive allegations of Plaintiffs'  
24 First Amended Complaint, including prayers for injunctive relief and waiting time penalties.

## 25 **IX. CLASS CONTACT INFORMATION**

### 26 **A. Plaintiff**

27 Plaintiffs believe that obtaining class contact information from defendants' records is  
28 necessary in this case and consent to a *Belaire-West* opt-out procedure.

1 **B. Defendants**

2 Defendants do not believe that production of class contact information is appropriate in  
 3 this action, as Plaintiffs seek to certify a class based on some common proof of violations of  
 4 the Labor Code statutes they cite, rather than individualized proof. Indeed, Plaintiffs have not  
 5 articulated how individualized testimony would aid in demonstrating that this action is  
 6 amenable to class certification and adjudication through common proof. *Compare Brinker*  
 7 *Restaurant Corporation v. Superior Court*, 53 Cal.4<sup>th</sup> 1004 (2012) (class may be certified  
 8 based on a facially invalid policy, without regard to whether employees actually took rest  
 9 breaks). In this regard, Plaintiffs would be required to make a showing of compelling need.  
 10 Even where “discovery of private information is shown to be directly relevant to the issues of  
 11 ongoing litigation, it will not be automatically allowed; there must then be a ‘careful  
 12 balancing’ of the ‘compelling public need’ for discovery against the ‘fundamental right of  
 13 privacy’.” *Lantz v. Superior Court*, 28 Cal. App. 4th 1839, 1853-54 (1994). *See also Britt v.*  
 14 *Superior Court*, 20 Cal. 3d 844, 856 (1978). *Lantz*, 28 Cal. App. 4th at 1854 (compelled  
 15 discovery within the realm of the right to privacy “cannot be justified solely on the ground  
 16 that it may lead to relevant information.”) (cit. omitted); *Harding Lawson Associates v.*  
 17 *Superior Court*, 10 Cal. App. 13 4th 7, 10 (1992) (the trial court abused its discretion in  
 18 ordering production of third-party personnel records; “A showing of relevancy may be enough  
 19 to cause the court to balance the compelling public need for the discovery against the  
 20 fundamental flat of privacy. However, the balance will favor privacy for confidential  
 21 information in third party personnel files unless the litigant can show a compelling need for  
 22 the particular documents and that the information cannot reasonably be obtained through  
 23 depositions or from non confidential sources.”); *El Dorado Sav. & Loan v. Superior Court*,  
 24 190 Cal. App. 3d 344, 346 (1987) (“In the context of discovery of confidential information in  
 25 personnel files, even when such information is directly relevant to litigation, discovery will  
 26 not be permitted until a balancing of the compelling need for discovery against the  
 27 fundamental right of privacy determines that disclosure is appropriate. And, even when the  
 28 balance tips in favor of disclosure, constitutional concerns require a strict circumspection of



1 the scope of disclosure.”). Plaintiffs have made no showing (or suggested showing) in this  
 2 regard, much less a compelling showing, much less at the class certification phase, where they  
 3 will argue some “common proof” on which they will seek to certify their claims. Moreover,  
 4 to the extent that personal information of individuals is produced (for example, a sampling),  
 5 privacy concerns may be addressed by a protective order concerning its use and authorized  
 6 release, in lieu of a cumbersome and time consuming (and expensive) *Bel-Aire West*  
 7 procedure.

#### 8 **X. PROTECTIVE ORDERS**

9 The parties are negotiating a protective order similar to the Los Angeles Superior  
 10 Court model, and addressing the concerns expressed above.

#### 11 **XI. DISCOVERY**

12 Plaintiffs propose two stages of discovery based around the Court’s determination on  
 13 class certification. The pre-certification discovery phase will concern issues related to  
 14 Plaintiffs’ Motion for Class Certification, with the understanding that some pre-class  
 15 certification discovery may also touch upon the merits of Plaintiffs’ claims. Plaintiffs  
 16 anticipate that pre-class certification discovery will include discovery of class member names  
 17 and contact information, documentary evidence (including policy documents, and class  
 18 members’ time and wage records), and depositions of Defendants’ corporate representatives.

19 Following the Court’s ruling on the Motion for Class Certification, the parties will  
 20 conduct the merits discovery phase concerning remaining issues for trial, either on a class-  
 21 wide basis or on an individual basis depending on the outcome of certification.

22 Defendants concur generally in bifurcation as discussed above, but reserve the right to  
 23 object to the scope of discovery requested by Plaintiff, and to offer additional objections.  
 24 Defendant anticipate that they will serve written discovery on Plaintiff, will take Plaintiff’s  
 25 deposition, and intend to take the depositions of any declarants offered by Plaintiff in support  
 26 of any motion to certify a class, including putative class members and any proffered experts.

#### 27 **XII. INSURANCE COVERAGE**

28 Defendants are unaware of any insurance coverage relating to the claims in this matter.

**XIII. ALTERNATIVE DISPUTE RESOLUTION**

In an attempt to preserve party and Court resources, Plaintiffs are willing to participate in settlement negotiations on a class-wide basis, preferably through private mediation.

**XIV. TIMELINE FOR CASE MANAGEMENT**

Plaintiffs propose a further status conference in 90 days to gauge the status of discovery, and whether the parties intend to proceed to mediation or towards preparation for Plaintiffs' Motion for Class Certification. Defendants propose a further status conference be conducted in late October or early November of 2013, and that any motion to certify a class be filed on or before March 3, 2014.

**XV. ELECTRONIC SERVICE OF PAPERS**

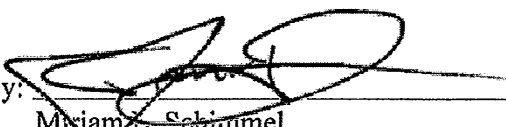
The parties do not object to any of the electronic service providers and are agreeable to utilizing Case Anywhere.

Dated: August 28, 2013

Respectfully submitted,

Capstone Law APC

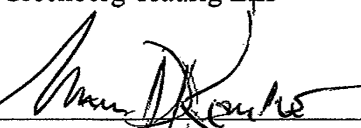
By:

  
Miriam L. Schimmel  
Matthew T. Theriault  
Jonathan Lee

Attorneys for Plaintiffs Jemuel Andres and  
Mark Takahashi

Dated: August 28, 2013  
Greenberg Traurig LLP

By:

  
Mark D. Kemple  
Bryan J. Lazarski

Attorneys for Defendants  
Laboratory Corporation of America  
Laboratory Corporation of America Holdings

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067.

On August 28, 2013, I served the within document(s) described below as:

**JOINT INITIAL STATUS CONFERENCE REPORT**

on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes addressed as follows:

Mark D. Kemple  
Bryan J. Lazarski  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121

☒ **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.

☐ **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above.

☐ **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.

☐ **FACSIMILE:** I caused the above-referenced document(s) to be transmitted to the above-named person at the telephone numbers above.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**EXECUTED** this document on August 28, 2013, at Los Angeles, California.

  
Sandy S. Acevedo

PROOF OF SERVICE

1 Miriam Schimmel (SBN 185089)  
Miriam.Schimmel@capstonelawyers.com  
2 Katherine Den Bleyker (SBN 257187)  
Katherine.DenBleyker@capstonelawyers.com  
3 Jonathan Lee (SBN 267146)  
Jonathan.Lee@capstonelawyers.com  
4 Capstone Law APC  
1840 Century Park East, Suite 450  
5 Los Angeles, California 90067  
Telephone: (310) 556-4811  
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiffs Jemuel Andres  
and Mark Takahashi

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 JEMUEL ANDRES, MARK  
12 TAKAHASHI, individually as aggrieved  
employees and on behalf of others similarly  
13 situated,

14 Plaintiffs,

15 vs.

16 LABORATORY CORPORATION OF  
AMERICA, a Delaware corporation doing  
17 business as LABCORP; LABORATORY  
CORPORATION OF AMERICA  
18 HOLDINGS, a Delaware corporation doing  
business as LABCORP; ANTOINETTE  
19 HUGGINS, an individual; and DOES 1  
through 100, inclusive,

20 Defendants.  
21  
22  
23  
24  
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26  
27  
28

**FILED**  
LOS ANGELES SUPERIOR COURT  
AUG 08 2013  
JUDITH A. CLARKE, CLERK  
BY K. BOWEN, DEPUTY

Case No.: BC511308

Assigned for all purposes to:  
Hon. Lee Smalley Edmon, Department 322

**NOTICE OF SERVICE OF SUMMONS  
AND COMPLAINT ON DEFENDANTS**

NOTICE OF SERVICE OF SUMMONS AND COMPLAINT ON DEFENDANTS

Defendant Laboratory Corporation of America was served with the Summons, Complaint, and accompanying documents on July 8, 2013 by effectuating personal service on Mark Kemple of Greenberg Traurig, LLP, its attorney authorized to accept service of process.

Attached as Exhibit A is a true and correct copy of the Proof of Service on Laboratory Corporation of America.

Defendant Laboratory Corporation of America Holdings was served with the Summons, Complaint, and accompanying documents on July 8, 2013 by effectuating personal service on Mark Kemple of Greenberg Traurig, LLP, its attorney authorized to accept service of process.


Attached as Exhibit B is a true and correct copy of the Proof of Service on Laboratory Corporation of America Holdings.

Attached as Exhibit C is a true and correct copy of the Affidavit of Reasonable Diligence describing Plaintiff's attempt to serve Antoinette Huggins.

Dated: August 8, 2013

Respectfully submitted,

Capstone Law APC

By:   
Miriam Schimmel  
Katherine DenBleyker  
Jonathan S. Lee

Attorneys for Plaintiffs Jemuel Andres and  
Mark Takahashi

# Exhibit A

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Miriam L. Schimmel (SBN 185089), Katherine Den Bleyker (SBN 257187) Jonathan S. Lee (SBN 267146) Capstone Law APC 1840 Century Park East, Suite 450, Los Angeles, California 90067 TELEPHONE NO.: (310) 556-4811 FAX NO. (Optional): (310) 943-0396 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs Jemuel Andres and Mark Takahashi	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Plaintiffs Jemuel Andres and Mark Takahashi DEFENDANT/RESPONDENT: Laboratory Corporation of America	CASE NUMBER: BC511308
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☒ summons
  - b. ☒ complaint
  - c. ☒ Alternative Dispute Resolution (ADR) package
  - d. ☒ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☒ other (specify documents): Notice of Case Assignment
3. a. Party served (specify name of party as shown on documents served):  
Laboratory Corporation of America
- b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served:  
1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121
5. I served the party (check proper box)
  - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): July 8, 2013 (2) at (time): 1:15 p.m.
  - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
  - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
  - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
  - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
  - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
  - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.



PLAINTIFF/PETITIONER: Plaintiffs Jemuel Andres and Mark Takahashi	CASE NUMBER:
DEFENDANT/RESPONDENT: Laboratory Corporation of America	BC511308

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. **Person who served papers**

- a. Name: Lauren Smykowski
- b. Address: 1840 Century Park East, Suite 450
- c. Telephone number: 310-712-8028
- d. The fee for service was: \$
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☒ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

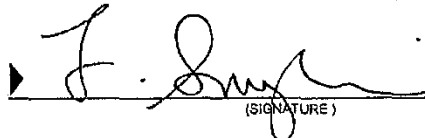
or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: July 30, 2013

Lauren Smykowski

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

# Exhibit B

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Miriam L. Schimmel (SBN 185089), Katherine Den Bleyker (SBN 257187) Jonathan S. Lee (SBN 267146) Capstone Law APC 1840 Century Park East, Suite 450, Los Angeles, California 90067 TELEPHONE NO.: (310) 556-4811 FAX NO. (Optional): (310) 943-0396 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs Jemuel Andres and Mark Takahashi	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Plaintiffs Jemuel Andres and Mark Takahashi DEFENDANT/RESPONDENT: Laboratory Corporation of America Holdings	CASE NUMBER: BC511308
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☒ summons
  - b. ☒ complaint
  - c. ☒ Alternative Dispute Resolution (ADR) package
  - d. ☒ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☒ other (specify documents): Notice of Case Assignment
3. a. Party served (specify name of party as shown on documents served):  

Laboratory Corporation of America Holdings

 b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
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 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121
5. I served the party (check proper box)
  - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): July 8, 2013 (2) at (time): 1:15 p.m.
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    - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
    - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

Page 1 of 2

PLAINTIFF/PETITIONER: Plaintiffs Jemuel Andres and Mark Takahashi	CASE NUMBER:
DEFENDANT/RESPONDENT: Laboratory Corporation of America Holdings	BC511308

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
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- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):
- under the following Code of Civil Procedure section:
- |   |   |
|---|---|
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| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
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| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

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- c. Telephone number: 310-712-8028
- d. The fee for service was: \$
- e. I am:
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- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

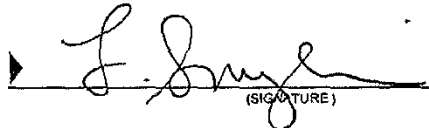
or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: July 30, 2013

Lauren Smykowski

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

  
(SIGNATURE)

# Exhibit C

<b>Attorney or Party without Attorney:</b> LAW OFFICES OF TODD D. THIBODO 16133 VENTURA BLVD., SUITE 580 ENCINO, CA 91436		<i>For Court Use Only</i>			
Telephone No: (818) 347-9801 FAX No: (818) 907-5793					
Attorney for: Plaintiff					
Ref No or File No.: Andres v. Labcorp					
Insert name of Court, and Judicial District and Branch Court: LOS ANGELES COUNTY SUPERIOR COURT- CENTRAL DISTRICT					
Plaintiff: JEMUEL ANDRES, et al.					
Defendant: LABORATORY CORPORATION OF AMERICA, et al.					
<b>AFFIDAVIT OF REASONABLE DILIGENCE</b>		Hearing Date:	Time:	Dept/Div:	Case Number: BCS11308

1. I, FLOYD ALBERT BROWN, and any employee or independent contractors retained by PROLEGAL, INC. are and were on the dates mentioned herein over the age of eighteen years and not a party to this action. Personal service was attempted on Defendant ANTOINETTE HUGGINS, AN INDIVIDUAL as follows:

2. **Documents:** Summons And Class Action Complaint; Civil Case Cover Sheet; Civil Case Cover Sheet Addendum And Statement Of Location; Notice Of Case Assignment - Class Action Cases; Initial Status Conference Order (Complex Litigation Program) Class Action; Minutes Order Dated July 11, 2013; Voluntary Efficient Litigation Stipulations.

Day	Date	Time	Location	Results
Tue	07/16/13	7:40pm	Home	THERE IS NO ANSWER AT THE DOOR. I COULD NOT HEAR OR SEE ANY ACTIVITY INSIDE. THERE IS A BLACK MITSUBISHI SPORT AND A FORD FUSION PARKED IN THE DRIVEWAY. Attempt made by: FLOYD ALBERT BROWN. Attempt at: 436 E. EATON AVENUE Tracy CA 95376.
Wed	07/17/13	6:46pm	Home	THERE IS NO ANSWER AT THE DOOR. I COULD NOT HEAR OR SEE ANY ACTIVITY INSIDE. THE MITSUBISHI IS STILL PARKED IN THE DRIVEWAY. Attempt made by: FLOYD ALBERT BROWN. Attempt at: 436 E. EATON AVENUE Tracy CA 95376.
Thu	07/18/13	7:31am	Home	THERE IS NO ANSWER AT THE DOOR. I COULD NOT HEAR OR SEE ANY ACTIVITY INSIDE. THE MITSUBISHI IS STILL PARKED IN THE DRIVEWAY. I TRIED TO VERIFY THE ADDRESS WITH A NEIGHBOR, HOWEVER, THERE WAS NO ANSWER AS WELL. Attempt made by: FLOYD ALBERT BROWN. Attempt at: 436 E. EATON AVENUE Tracy CA 95376.
Fri	07/19/13	8:41pm	Home	THERE IS NO ANSWER AT THE DOOR. Attempt made by: FLOYD ALBERT BROWN. Attempt at: 436 E. EATON AVENUE Tracy CA 95376.

Page Number 1

Date. Tue, Aug. 06, 2013

AFFIDAVIT OF REASONABLE DILIGENCE

4359925 (odth,54479

<b>Attorney or Party without Attorney:</b> LAW OFFICES OF TODD D. THIBODO 16133 VENTURA BLVD., SUITE 580 ENCINO, CA 91436		<b>For Court Use Only</b>			
Telephone No: (818) 347-9801      FAX No: (818) 907-5793					
<b>Attorney for:</b> Plaintiff					
<b>Ref. No. or File No.:</b> Andres v. Labcorp					
<b>Insert name of Court, and Judicial District and Branch Court:</b> LOS ANGELES COUNTY SUPERIOR COURT- CENTRAL DISTRICT					
<b>Plaintiff:</b> JEMUEL ANDRES, et al.					
<b>Defendant:</b> LABORATORY CORPORATION OF AMERICA, et al.					
<b>AFFIDAVIT OF REASONABLE DILIGENCE</b>		<b>Hearing Date:</b>	<b>Time:</b>	<b>Dep/Div:</b>	<b>Case Number:</b> BC511308

Day	Date	Time	Location	Results
Sat	07/20/13	4:11pm	Home	THERE IS NO ANSWER AT THE DOOR. Attempt made by: FLOYD ALBERT BROWN. Attempt at: 436 E. EATON AVENUE Tracy CA 95376.
Mon	07/22/13	3:00pm	Home	THERE IS NO ANSWER AT THE DOOR. Attempt made by: FLOYD ALBERT BROWN. Attempt at: 436 E. EATON AVENUE Tracy CA 95376.
Wed	07/24/13	6:00pm	Home	Returned Not Served on: ANTOINETTE HUGGINS, AN INDIVIDUAL Home - 436 E. EATON AVENUE Tracy, CA 95376

3. *Person Executing*  
 a. FLOYD ALBERT BROWN  
 b. PROLEGAL, INC.  
 1706 S. FIGUEROA ST.  
 LOS ANGELES, CA 90015  
 c. 213-481-8100

Reconurable Costs Per CCP 1033.5(a)(4)(B)  
 d. *The Fee for service was:*  
 e. *I am:* (3) registered California process server  
 (i) Independent Contractor  
 (ii) *Registration No.:* 397  
 (iii) *County:* San Joaquin

4. *I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.*  
 Date: Tue, Aug. 06, 2013

Page Number 2

AFFIDAVIT OF REASONABLE DILIGENCE (FLOYD ALBERT BROWN)

4359925.1000 54479



1 GREENBERG TRAURIG, LLP  
 2 MARK D. KEMPLE (SBN 145219)  
 3 BRYAN J. LAZARSKI (SBN 248349)  
 4 ASHLEY M. FARRELL (SBN 271825)  
 5 1840 Century Park East, Suite 1900  
 6 Los Angeles, California 90067  
 7 Telephone: (310) 586-7700  
 8 Facsimile: (310) 586-7800  
 9 Email: [kemplem@gtlaw.com](mailto:kemplem@gtlaw.com)  
 10 [lazaraskib@gtlaw.com](mailto:lazaraskib@gtlaw.com)  
 11 [farrella@gtlaw.com](mailto:farrella@gtlaw.com)  
 12 Attorneys for Defendants LABORATORY CORPORATION OF  
 13 AMERICA and LABORATORY CORPORATION OF AMERICA  
 14 HOLDINGS

CONFORMED COPY  
 ORIGINAL FILED  
 Superior Court Of California  
 County Of Los Angeles

JUL 22 2013

John A. Clarke, Executive Officer/Clerk  
 By: L. Worku, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

13 JEMUEL ANDRES, MARK TAKAHASHI,  
 14 individually as aggrieved employees and on  
 15 behalf of others similarly situated,

16 Plaintiffs,

17 vs.

18 LABORATORY CORPORATION OF  
 19 AMERICA, a Delaware corporation doing  
 20 business as LABCORP; LABORATORY  
 21 CORPORATION OF AMERICA  
 22 HOLDINGS, a Delaware corporation doing  
 23 business as LABCORP; ANTOINETTE  
 24 HUGGINS, an individual; and DOES 1  
 25 through 100, inclusive,

26 Defendants.

CASE NO. BC 511 308

**NOTICE OF PAYMENT OF COMPLEX  
 FEES BY DEFENDANTS LABORATORY  
 CORPORATION OF AMERICA AND  
 LABORATORY CORPORATION OF  
 AMERICA HOLDINGS**

Dept: 322  
 Judge: Hon. Lee Smalley Edmon

Date Action Filed: June 6, 2013  
 Trial Date: Not Set

LASC - CENTRAL CIVIL WEST  
 600 S. COMMONWEALTH AVE.  
 LOS ANGELES CA 90005

DATE PAID: 07/22/13 03:46 PM  
 RECEIPT #: CCW520039032

CIT/CASE: BC511308  
 LEA/DEF#:

PAYMENT:	\$2,000.00	310
RECEIVED:		
CHECK:	\$2,000.00	
CASH:	\$0.00	
CHANGE:	\$0.00	
CARD:	\$0.00	


NOTICE OF PAYMENT OF COMPLEX FEES

LA 130991862v1

1 Defendants Laboratory Corporation of America and Laboratory Corporation of America  
2 holdings hereby submit payment for complex fees in the above-entitled action, without waiving any  
3 challenges to jurisdiction, venue, or any other substantive or procedural challenges to the Complaint(s).

4  
5  
6 DATED: July 22, 2013

GREENBERG TRAURIG, LLP

7  
8 By Mark Kemple 

Mark D. Kemple

9 Attorneys for Defendants, LABORATORY  
10 CORPORATION OF AMERICA and LABORATORY  
11 CORPORATION OF AMERICA HOLDINGS  
12  
13  
14  
15  
16  
17  
18  
19  
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA,** )  
 3 )  
 4 **COUNTY OF LOS ANGELES** )

5 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not  
 6 a party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,  
 California 90067.

7 On **July 22, 2013**, I served *NOTICE OF PAYMENT OF COMPLEX FEES BY DEFENDANTS*  
 8 *LABORATORY CORPORATION OF AMERICA AND LABORATORY CORPORATION OF AMERICA*  
*HOLDINGS* on the interested parties in this action by placing the true copy thereof, enclosed in a sealed  
 envelope, postage prepaid, addressed as follows:

9 Miriam Schimmel, Esq. 10 Katherine Den Bleyker, Esq. 11 Jonathan Lee, Esq. 12 CAPSTONE LAW APC 1840 Century Park East, Suite 450 Los Angeles, CA 90067  13 Tel: (310) 556-4811  14 Attorneys for Plaintiff, Christine Bohlander	
--	--

15 ☒ **(BY MAIL)**

16 I am readily familiar with the business practice of my place of employment in respect to the  
 17 collection and processing of correspondence, pleadings and notices for mailing with United  
 18 States Postal Service. The foregoing sealed envelope was placed for collection and mailing  
 this date consistent with the ordinary business practice of my place of employment, so that it  
 will be picked up this date with postage thereon fully prepaid at Los Angeles, California, in the  
 ordinary course of such business.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
 20 true and correct.

21 Executed on **July 22, 2013**, at Los Angeles, California.

22   
 23 \_\_\_\_\_  
 24 Signature

1 Miriam Schimmel (SBN 185089)  
Miriam.Schimmel@capstonelawyers.com  
2 Katherine Den Bleyker (SBN 257187)  
Katherine.DenBleyker@capstonelawyers.com  
3 Jonathan Lee (SBN 267146)  
Jonathan.Lee@capstonelawyers.com  
4 Capstone Law APC  
1840 Century Park East, Suite 450  
5 Los Angeles, California 90067  
Telephone: (310) 556-4811  
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiffs Jemuel Andres  
and Mark Takahashi  
8

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES

12 JEMUEL ANDRES, MARK  
13 TAKAHASHI, individually as aggrieved  
employees and on behalf of others similarly  
situated,

14 Plaintiffs,

15 vs.

16 LABORATORY CORPORATION OF  
17 AMERICA, a Delaware corporation doing  
business as LABCORP; LABORATORY  
18 CORPORATION OF AMERICA  
HOLDINGS, a Delaware corporation doing  
19 business as LABCORP; ANTOINETTE  
HUGGINS, an individual; and DOES 1  
20 through 100, inclusive,

21 Defendants.  
22  
23  
24  
25  
26  
27  
28

Case No.: BC511308

Assigned for all purposes to:  
Hon. Lee Smalley Edmon, Department 322

**NOTICE OF INITIAL STATUS  
CONFERENCE**

Date: September 5, 2013  
Time: 2:30 p.m.  
Location: Department 322

NOTICE OF INITIAL STATUS CONFERENCE

**TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that the Court in the above-referenced matter has set an Initial Status Conference for September 5, 2013 at 2:30 p.m. in Department 322 of the Superior Court of California for the County of Los Angeles, Central Civil West Courthouse, located at 600 South Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are required to attend. The matter is stayed until the Initial Status Conference. The parties are to meet and confer and file a Joint Initial Status Conference Class Action Response Statement five court days before the Initial Status Conference.

True and correct copies of the Court's orders are attached hereto as Exhibits A and B.

Dated: July 16, 2013

Respectfully submitted,

Capstone Law APC

By: 

Miriam Schimmel  
Katherine DenBleyker  
Jonathan S. Lee

Attorneys for Plaintiffs Jemuel Andres and  
Mark Takahashi

# Exhibit A

**ORIGINAL FILED**

JUL 11 2013

**LOS ANGELES  
SUPERIOR COURT**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CENTRAL DISTRICT

JEMUEL ANDRES, et al.,

Plaintiff,

vs.

LABORATORY CORPORATION OF  
AMERICA, etc., et al.,

Defendants.

Case No.: BC511308

INITIAL STATUS CONFERENCE ORDER  
(COMPLEX LITIGATION PROGRAM)  
CLASS ACTION

Case Assigned for All Purposes to  
Judge Lee Smalley Edmon

Department: 322  
Date: September 5, 2013  
Time: 2:30 p.m.

This case has been assigned for all purposes to Judge Lee Smalley Edmon in the Complex Litigation Program. An Initial Status Conference is set for September 5, 2013 at 2:30 p.m. in Department 322 located in the Central Civil West Courthouse at 600 South Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are ordered to attend.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much as possible, on a case management plan. To this end, counsel must file a Joint

INITIAL STATUS CONFERENCE ORDER (CLASS ACTION)



1 Initial Status Conference Class Action Response Statement five court days before the Initial Status  
 2 Conference. The Joint Response Statement must be filed on line-numbered pleading paper and  
 3 must specifically answer each of the below-numbered questions. Do not use the use the Judicial  
 4 Council Form CM-110 (Case Management Statement).

5 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and  
 6 presently-named defendants, together with all counsel of record, including counsel's contact and  
 7 email information.

8 **2. POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently  
 9 intends to add additional class representatives, and, if so, the name(s) and date by which these  
 10 class representatives will be added. Indicate whether any plaintiff presently intends to name  
 11 additional defendants, and, if so, the name(s) and date by which the defendant(s) will be added.  
 12 Indicate whether any appearing defendant presently intends to file a cross-complaint and, if so,  
 13 the names of cross-defendants and the date by which the cross-complaint will be filed.

14 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong  
 15 person or entity, please explain why the named defendant is improperly named and the proposed  
 16 procedure to correct this error.

17 **4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party  
 18 believes one or more named plaintiffs might not be an adequate class representative, including  
 19 reasons of conflict of interest as described in Apple Computer v. The Superior Court of Los  
 20 Angeles County (2005) 126 Cal.App.4<sup>th</sup> 1253, please explain. No prejudice will attach to these  
 21 responses.

22 **5. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

23 **6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list  
 24 other cases with overlapping class definitions. Please identify the court, the short caption title, the  
 25  
 26  
 27  
 28

1 docket number, and the case status.

2 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**

3 **WAIVER CLAUSES:** Please state whether arbitration is an issue in this case and attach a  
4 sample of any relevant clause of this sort. Opposing parties must summarize their views on this  
5 issue.

6 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify  
7 and describe the significant core issues in the case, and then identify efficient ways to resolve  
8 those issues, including one or more of the following:  
9

- 10 ■ Motion to Compel Arbitration,
- 11 ■ Early motions in limine,
- 12 ■ Early motions about particular jury instructions and verdict forms,
- 13 ■ Demurrers,
- 14 ■ Motions to strike,
- 15 ■ Motions for judgment on the pleadings, and
- 16 ■ Motions for summary judgment and summary adjudication.

17 **NOTE:** Effective 2012, by stipulation a party may move for summary adjudication of  
18 a legal issue or a claim for damages that does not completely dispose of a cause of action, an  
19 affirmative defense, or an issue of duty<sup>1</sup>. Counsel are to analyze, discuss, and report on the  
20 relevance of this powerful new procedure.  
21

22 **9. CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining  
23 class contact information from defendant's records is necessary in this case and, if so, whether  
24 the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v.*  
25

26 \_\_\_\_\_  
27 <sup>1</sup>See Code Civ. Proc. § 437c, subd. (s)  
28

1 *Superior Court* (2007) 149 Cal.App.4<sup>th</sup> 554, 561). Counsel should address timing and procedure,  
 2 including allocation of cost and the necessity of a third party administrator.

3 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential  
 4 information from general disclosure should begin with the model protective orders found on the  
 5 Los Angeles Superior Court Website under "Civil Tools for Litigators."

6 **11. DISCOVERY:** Please discuss a discovery plan. If the parties cannot agree on a plan,  
 7 summarize each side's views on discovery. The court generally allows discovery on matters  
 8 relevant to class certification, which (depending on circumstances) may include factual issues also  
 9 touching the merits. The court generally does not permit extensive or expensive discovery  
 10 relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a  
 11 persuasive showing establishes early need. If any party seeks discovery from absent class  
 12 members, please estimate how many, and also state the kind of discovery you propose<sup>2</sup>.

13 **12. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or  
 14 reimbursement, and (2) whether there are any insurance coverage issues which might affect  
 15 settlement.  
 16

17 **13. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each  
 18 party's position about it. If pertinent, how can the court help identify the correct neutral and  
 19 prepare the case for a successful settlement negotiation?  
 20

21 **14. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for  
 22 the following:  
 23

- 24 ■ The next status conference,
- 25 ■ A schedule for alternative dispute resolution, if it is relevant,

26 \_\_\_\_\_  
 27 <sup>2</sup> See California Rule of Court, Rule 3.768.  
 28

1 ■ A filing deadline for the motion for class certification, and

2 ■ Filing deadlines and descriptions for other anticipated non-discovery motions.

3 **15. ELECTRONIC SERVICE OF PAPERS:** For efficiency the complex program  
4 requires the parties in every new case to use a third-party cloud service, such as:

5 ■ Case Anywhere ([www.caseanywhere.com](http://www.caseanywhere.com)),

6 ■ CaseHomePage ([www.casehomepage.com](http://www.casehomepage.com)), or

7 ■ File & ServeXpress ([www.fileandservexpress.com](http://www.fileandservexpress.com)).  
8

9 Please agree on one and submit the parties' choice when filing the Joint Initial Status  
10 Conference Class Action Response Statement. If there is agreement, please identify the vendor. If  
11 parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic  
12 service is not the same as electronic filing. Only traditional methods of filing by physical delivery  
13 of original papers or by fax filing are presently acceptable.

14 **Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

15 "A dismissal of an entire class action, or of any party or cause of action in a class action, requires  
16 court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the  
17 facts on which the party relies. The declaration must clearly state whether consideration, direct or  
18 indirect, is being given for the dismissal and must describe the consideration in detail."<sup>3</sup> If the  
19 parties have settled the class action, that too will require judicial approval based on a noticed  
20 motion (although it may be possible to shorten time by consent for good cause shown).  
21

22 **Reminder When Seeking Approval of a Settlement–** Plaintiff(s) must address the issue  
23 of any fee splitting agreement in their motion for preliminary approval and demonstrate  
24 compliance with California Rule of Court 3.769, and the Rules of Professional Conduct 2-200(a)  
25

26 \_\_\_\_\_  
27 <sup>3</sup> California Rule of Court, Rule 3.770(a)  
28

1 as required by Mark v. Spencer (2008) 166 Cal.App. 4<sup>th</sup> 219.

2 Pending further order of this Court, and except as otherwise provided in this Initial Status  
 3 Conference Order, these proceedings are stayed in their entirety. This stay precludes the filing of  
 4 any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court;  
 5 however, any defendant may file a Notice of Appearance for purposes of identification of counsel  
 6 and preparation of a service list. The filing of such a Notice of Appearance is without prejudice to  
 7 any challenge to the jurisdiction of the Court, substantive or procedural challenges to the  
 8 Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of any  
 9 cross-complaint in this action. This stay is issued to assist the Court and the parties in managing  
 10 this "complex" case through the development of an orderly schedule for briefing and hearings on  
 11 procedural and substantive challenges to the complaint and other issues that may assist in the  
 12 orderly management of these cases. This stay does not preclude the parties from informally  
 13 exchanging documents that may assist in their initial evaluation of the issues presented in this  
 14 case, however it stays all outstanding discovery requests.

15  
 16 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order on  
 17 counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of  
 18 service of this order. If any defendant has not been served in this action, service is to be completed  
 19 within twenty (20) days of the date of this order.

20  
 21 If all parties have been served, have conducted the required meet and confer, and are ready  
 22 to fully participate in the status conference prior to the assigned date, counsel may contact the  
 23 clerk of Dept 322 and request an earlier date for the Initial Status Conference.

24  
 25 Dated: July 11, 2013

26 **Lee Edmon**

27 Judge Lee Smalley Edmon  
 28 JUDGE OF THE SUPERIOR COURT

# Exhibit B

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/11/13

DEPT. 322

HONORABLE LEE SMALLEY EDMON

JUDGE

M. CERVANTES

DEPUTY CLERK

HONORABLE  
Add On

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. CARRILLO, C.A.

Deputy Sheriff

NONE

Reporter

BC511308

Plaintiff

Counsel

JEMUEL ANDRES ET AL

Defendant

Counsel

VS

LABORATORY CORPORATION OF AMERI  
ET AL

NO APPEARANCES

## NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for September 5, 2013, at 2:30 p.m. in Department 322. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/11/13

DEPT. 322

HONORABLE LEE SMALLEY EDMON

JUDGE

M. CERVANTES

DEPUTY CLERK

HONORABLE  
Add On

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. CARRILLO, C.A.

Deputy Sheriff

NONE

Reporter

BC511308

Plaintiff

Counsel

JEMUEL ANDRES ET AL

Defendant

Counsel

VS

LABORATORY CORPORATION OF AMERI  
ET AL

NO APPEARANCES

## NATURE OF PROCEEDINGS:

Prejudice pursuant to Code of Civil Procedure Section 170.6.

According to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

The plaintiff must serve a copy of this minute order on all parties forthwith and file a Proof of Service in this department within seven days of service.

Counsel are directed to access the following link for information on procedures in the Complex Litigation Program courtrooms:

<http://courtnet/internet/civil/UI/ToolsForLitigators2.aspx>

## CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order dated July 11, 2013, and Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles,

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/11/13

DEPT. 322

HONORABLE LEE SMALLEY EDMON

JUDGE M. CERVANTES

DEPUTY CLERK

HONORABLE  
Add On

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. CARRILLO, C.A.

Deputy Sheriff

NONE

Reporter

BC511308

Plaintiff

Counsel

JEMUEL ANDRES ET AL

Defendant

Counsel

VS

LABORATORY CORPORATION OF AMERI  
ET AL

NO APPEARANCES

## NATURE OF PROCEEDINGS:

California, one copy of the original filed/entered  
herein in a separate sealed envelope to each address  
as shown below with the postage thereon fully prepaid,  
in accordance with standard court practices.

Dated: July 11, 2013

John A. Clarke, Executive Officer/Clerk

By: \_\_\_\_\_  
M. Cervantes, Deputy Clerk

Miriam Schimmel  
Katherine Den Bleyker  
Jonathan Lee  
CAPSTONE LAW APC  
1840 Century Park East, Suite 450  
Los Angeles, California 90067

**PROOF OF SERVICE**

## STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1840 Century Park East, Suite 450, Los Angeles, California 90067.

On July 16, 2013, I served the within document(s) described below as:


**NOTICE OF INITIAL STATUS CONFERENCE**

on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes addressed as follows:

Mark D. Kemple  
 Bryan J. Lazarski  
 Greenberg Traurig, LLP  
 1840 Century Park East, Suite 1900  
 Los Angeles, CA 90067-2121  
*Attorneys for Defendants*  
*Laboratory Corporation Of America and*  
*Laboratory Corporation Of America*  
*Holdings*

- (X) **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.
- ( ) **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above.
- ( ) **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.
- ( ) **FACSIMILE:** I caused the above-referenced document(s) to be transmitted to the above-named person at the telephone numbers above.
- (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**EXECUTED** this document on July 16, 2013, at Los Angeles, California.

  
 \_\_\_\_\_  
 Sandy S. Acevedo

PROOF OF SERVICE

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/11/13

DEPT. 322

HONORABLE LEE SMALLEY EDMON

JUDGE

M. CERVANTES

DEPUTY CLERK

HONORABLE  
Add On

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. CARRILLO, C.A.

Deputy Sheriff

NONE

Reporter

BC511308

Plaintiff

Counsel

JEMUEL ANDRES ET AL

Defendant

Counsel

VS

LABORATORY CORPORATION OF AMERI  
ET AL

NO APPEARANCES

## NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for September 5, 2013, at 2:30 p.m. in Department 322. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 07/11/13

DEPT. 322

HONORABLE LEE SMALLEY EDMON

JUDGE

M. CERVANTES

DEPUTY CLERK

HONORABLE  
Add On

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. CARRILLO, C.A.

Deputy Sheriff

NONE

Reporter

BC511308

Plaintiff

Counsel

JEMUEL ANDRES ET AL

Defendant

Counsel

VS

LABORATORY CORPORATION OF AMERI  
ET AL

NO APPEARANCES

**NATURE OF PROCEEDINGS:**

Prejudice pursuant to Code of Civil Procedure Section 170.6.

According to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

The plaintiff must serve a copy of this minute order on all parties forthwith and file a Proof of Service in this department within seven days of service.

Counsel are directed to access the following link for information on procedures in the Complex Litigation Program courtrooms:

<http://courtnet/internet/civil/UI/ToolsForLitigators2.aspx>

**CLERK'S CERTIFICATE OF MAILING**

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order dated July 11, 2013, and Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles,

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/11/13

DEPT. 322

HONORABLE LEE SMALLEY EDMON

JUDGE M. CERVANTES

DEPUTY CLERK

HONORABLE  
Add On

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. CARRILLO, C.A.

Deputy Sheriff

NONE

Reporter

BC511308

Plaintiff

Counsel

JEMUEL ANDRES ET AL

Defendant

Counsel

VS

LABORATORY CORPORATION OF AMERI  
ET AL

NO APPEARANCES

## NATURE OF PROCEEDINGS:

California, one copy of the original filed/entered  
herein in a separate sealed envelope to each address  
as shown below with the postage thereon fully prepaid,  
in accordance with standard court practices.

Dated: July 11, 2013

John A. Clarke, Executive Officer/Clerk

By: \_\_\_\_\_  
M. Cervantes, Deputy Clerk

Miriam Schimmel  
Katherine Den Bleyker  
Jonathan Lee  
CAPSTONE LAW APC  
1840 Century Park East, Suite 450  
Los Angeles, California 90067

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Ronald S.W. Lew and the assigned Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

CV13-8773-RSWL(VBKx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

November 27, 2013

Date

By C. Sawyer  
Deputy Clerk

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NOTICE TO COUNSEL

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

**Subsequent documents must be filed at the following location:**

☒ Western Division  
312 N. Spring Street, G-8  
Los Angeles, CA 90012

☐ Southern Division  
411 West Fourth St., Ste 1053  
Santa Ana, CA 92701

☐ Eastern Division  
3470 Twelfth Street, Room 134  
Riverside, CA 92501

**Failure to file at the proper location will result in your documents being returned to you.**



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

JEMUEL ANDRES, MARK TAKAHASHI, CHRISTINE BOHLANDER, individually as aggrieved employees and on behalf of others similarly situated

(b) County of Residence of First Listed Plaintiff Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Robert Friedl (SBN 134947); Katherine Kehr (SBN 226559)  
Jonathan Lee (SBN 267146), CAPSTONE LAW APC  
1840 Century Park East, Ste. 450, Los Angeles, CA 90067  
Tel 310-556-4811, Fax: 310-943-0396

DEFENDANTS (Check box if you are representing yourself ☐)

LABORATORY CORPORATION OF AMERICA, a Delaware corporation doing business as LABCORP; LABORATORY CORPORATION OF AMERICA HOLDINGS, a Delaware corporation doing business as LABCORP; ANTOINETTE HUGGINS, an individual; CYNTHIA NELSON, an individual, and DOES 1 through 100, inclusive

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

MARK D. KEMPLE (SBN 145219) BRYAN J. LAZARSKI (SBN 248349)  
ASHLEY M. FARRELL (SBN 271825) GREENBERG TRAURIG, LLP  
1840 Century Park East, Suite 1900, Los Angeles, CA 90067  
TEL: 310-586-7700 FAX: 310-586-7800

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff  
☐ 2. U.S. Government Defendant  
☐ 3. Federal Question (U.S. Government Not a Party)  
☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)

- |   |   |                                |   |                                |                                       |
|---|---|--------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State                   | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4        |
| Citizen of Another State                | <input type="checkbox"/> 2                | <input type="checkbox"/> 2     | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5     | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3                | <input type="checkbox"/> 3     | Foreign Nation  | <input type="checkbox"/> 6     | <input type="checkbox"/> 6            |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding  
☒ 2. Removed from State Court  
☐ 3. Remanded from Appellate Court  
☐ 4. Reinstated or Reopened  
☐ 5. Transferred from Another District (Specify)  
☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

Damages not specified, see Standard Fire Ins. Co. v. Knowles, 133 S.Ct. 1345, (2013)

CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No ☐ MONEY DEMANDED IN COMPLAINT:\$ \_\_\_\_\_

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. § 1332(d) - Class Action Fairness Act ("CAFA") Diversity

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<b>Habeas Corpus:</b>	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<b>PERSONAL INJURY</b>	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 530 General	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<b>Other:</b>	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<b>BANKRUPTCY</b>	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FOREIGNURE/PENALTY</b>	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<b>REAL PROPERTY</b>	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<b>LABOR</b>	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input checked="" type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

CV-71 (11/13)

CIVIL COVER SHEET

CV13-08773 Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court?	STATE CASE WAS PENDING IN THE COUNTY OF:	INITIAL DIVISION IN CACD IS:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Los Angeles	Western
If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action?	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? <small>Then check the box below for the county in which the majority of DEFENDANTS reside.</small>	A DEFENDANT? <small>Then check the box below for the county in which the majority of PLAINTIFFS reside.</small>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A Los Angeles County	B Ventura, Santa Barbara, or San Luis Obispo Counties	C Orange County	D Riverside or San Bernardino Counties	E Outside the Central District of California	F Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>C.1. Is either of the following true? If so, check the one that applies:</b> <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D  Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	<b>C.2. Is either of the following true? If so, check the one that applies:</b> <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C  Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETIX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY  
(OR SELF-REPRESENTED LITIGANT):

DATE: November 27, 2013

Bryan J. Lazarski, Greenberg Traurig, LLP Attorneys for

Defendants Laboratory Corporation of America &amp; Laboratory Corporation of America Holdings

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))